MIAMIBEACH

City Commission Meeting

City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive
December 9, 2015

Mayor Philip Levine
Commissioner John Elizabeth Alemán
Commissioner Ricky Arriola
Commissioner Kristen Rosen Gonzalez
Commissioner Michael Grieco
Commissioner Joy Malakoff
Commissioner Micky Steinberg

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 Exercise Term Renewal Options On Contracts For Routine Operational Requirements.
(Procurement)

C2B Request For Approval To Award Contracts To Structured Cabling Solutions, Inc., As Primary Vendor, And ASE Telecom & Data, Inc., As Secondary Vendor Pursuant To Invitation To Bid (ITB) No. 2015-203-AK For Telecommunications Wiring Services.
(Procurement/Information Technology)

C2C Request For Approval To Award A Contract Pursuant To Invitation To Bid (ITB) No. 2015-097-WG For Swimming Pool Equipment Replacement, Maintenance And Repair.
(Procurement/Parks & Recreation)

C2D Request For Approval To Award A Contract Pursuant To Invitation To Bid (ITB) No. 2015-182-JR For City Hall Heating, Ventilation And Air Conditioning (HVAC) & Variable Frequency Drive (VFD) Replacement.
(Procurement/Property Management)

C2E Request For Approval To Award A Contract Pursuant To Invitation To Bid (ITB) No. 2015-267-KB For Continuing Services (As Needed) For The Construction Of Seawalls Citywide.
(Procurement/Public Works)

C2F Request For Approval To Issue Request For Proposals (RFP) For Design Build Services For The Construction Of Two Stormwater Pump Stations; One At The Northeast Corner Of The Convention Center And The Other On 19th Street, Between Convention Center Drive And Meridian Avenue; Each Pump Station Will Have A Separate Proposal.
(Public Works)

C4 - Commission Committee Assignments

C4A Referral To The Land Use And Development Committee - Discussion Regarding A Proposed Zoning Ordinance Amendment To Allow A 'Hall For Hire' As A Conditional Use Within Existing Religious Institutions Located Within The Museum Local Historic District And In The RM-2 Zoning District.
(Sponsored by Commissioner Joy Malakoff)

C4B Referral To The Planning Board - Discussion Regarding Proposed Ordinance Amendment Pertaining To Historic Hotel Unit Sizes Within Designated Historic Districts.
(Sponsored by Commissioner Michael Grieco)
(Legislative Tracking: Planning)

C4C Referral To The Land Use And Development Committee – Discussion Regarding Proposed Amendment To Section 118-5 Unity Of Title; Covenant In Lieu Thereof.
(Sponsored by Commissioner Michael Grieco)
(Legislative Tracking: Office of the City Attorney)

C4D Referral To The Neighborhood/Community Affairs Committee - Discussion Regarding An Innovative Bicycle Parking System.
(Transportation)

C4E Referral To The Finance And Citywide Projects Committee - Discussion Regarding The Renewal Of The Agreement Between The City Of Miami Beach, And Clear Channel Outdoor, Inc. (F.K.A. Clear Channel Adshel, Inc.) To Construct, Operate And Maintain Bus Shelter Structures And Other Street Furniture Throughout The City, Pursuant To City Of Miami Beach Request For Proposals No. 107-99/00.
(Transportation)

C4F Referral To Neighborhood/Community Affairs Committee - Discussion Regarding The Proposed South Beach Trolley Route And Service Plan.
(Transportation)

C4G Referral To Neighborhood/Community Affairs Committee - Discussion Regarding The Proposed Traffic Flow Modification For 42nd Street, Between Prairie Avenue And Pine Tree Drive.
(Transportation)

C4H Referral To Land Use And Development Committee And The Planning Board - Discussion Regarding Amending The Washington Avenue Zoning Incentive To Include 16-17th Streets: 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 6, "CD-3 Commercial, High Intensity District," To Create Section 142-340, "CD-3 District, Washington Avenue Between 16th Street And 17th Street Development Regulations And Area Requirements," To Modify The Development Regulations For Properties Fronting Washington Avenue To Include The CD-3, Commercial - High Intensity District Properties Fronting 16th And 17th Street And Authorizing For New Hotel Construction Or Conversion To Hotel Use, With The Minimum Hotel Room Unit Size Of 175 Square Feet, And Provide Some Additional Design Regulations Relating To The Hotel Use; Providing For Codification; Repealer; Severability; And An Effective Date.
(Sponsored by Commissioner Michael Grieco)
(Legislative Tracking: Office of the City Attorney)

C4I Referral To The Cultural Arts Council And The Finance And Citywide Projects Committee - Discussion Regarding Incentivizing Local Theater In Miami Beach.
(Sponsored by Commissioner Micky Steinberg & Co-Sponsored by Commissioner Joy Malakoff)

C4J Referral To Neighborhoods/Community Affairs Committee - Discussion Regarding Citywide Street Light And Coverage Audit.
(Sponsored by Commissioner Michael C. Grieco)

C4K Referral To The Sustainability & Resiliency Committee - Discussion Regarding Potential Drafting Of Plastic Bag Ban Ordinance In Anticipation Of The State Pilot Program.
(Sponsored by Commissioner Michael C. Grieco)

C6 - Commission Committee Reports

C6A Report Of The October 7, 2015 Land Use And Development Committee Meeting: **1.** Sidewalk Café Ocean Drive Umbrellas. **2.** Discussion Regarding The Review Of All Planning Fees, Including Fees Associated With Plans Review, Board Applications And Other Ministerial Functions. **3.** Discussion Regarding Grade Elevations For New Construction. **4.** 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. **5.** Discussion Regarding Traffic Studies. **6.** 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. **7.** 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. **8.** Proposed Alton Road Alcoholic Beverage Establishment Overlay. **9.** Discussion Regarding The Vacation Of A Portion Of The Alley Between Alton Road And West Avenue, Just South Of 17th Street - As Part Of A Proposed Mixed Use Project That Will Include Residential, Retail And Structured Parking, Including Public Parking. **10.** Proposed Amendment To Section 146-306 - Development Regulations In The CD-2 Commercial Medium Intensity District. **11.** Washington Avenue Zoning Incentives - 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 5, "CD-2 Commercial, Medium Intensity District," To Establish Section 13-309, "Washington Avenue Development Regulations And Area Requirements," To Modify The Development Regulations For Properties Fronting Washington Avenue, Between 6th Street And Lincoln Road; By Amending Chapter 130, "Off-Street Parking," Article II, "Districts; Requirements," To Establish Parking District 7 To Modify The Parking Requirements For The Properties Fronting Washington Avenue, Between 6th Street And Lincoln; Providing For Codification; Repealer; Severability; And An Effective Date.

C6B Report Of The October 28, 2015 Neighborhood/Community Affairs Committee Meeting: **1)** Discussion Regarding The Possible Appointment Of A Dedicated Liaison To The 41st Street Corridor. **2)** Discussion Regarding Revisions To The Beachfront Concession Rules And Regulations. **3)** Report From Miami-Dade County Public Schools On The Status Of The Action Plan Related To Nautilus Middle School And Progress To Date. **4)** Discussion Regarding A Competition Swimming Pool. **5)** Discussion Regarding Naming The Accessible Beach And Playground At Allison Park, 65th Street And Collins Avenue, "Sabrina's Beach And Playground At Allison Park." **6)** Update On Muss Park Pavilion. **7)** A Discussion Regarding The Convention Center Park And Veteran's Plaza. **8)** A Discussion Regarding The July 4th Celebration. **9)** Discussion Regarding Multi-Use Asphalt Skate/Bike Pump Track In North Beach. **10)** Monthly Crime Statistics Report.

C6C Report Of The October 28, 2015 Sustainability And Resiliency Committee: 1) Mayor's Blue Ribbon On Flooding And Sea Level Rise Update. 2) Sustainability Committee Update. 3) Discussion Regarding AECOM's Progress On The Development Of The City's Comprehensive Resiliency Program. 4) Discussion Regarding The Incorporation Of Green Alleys. 5) Discussion To Improve The Resiliency Of Government Buildings And Operations To Reduce And Mitigate The Impacts Of Greenhouse Gases. 6) Discussion Regarding Seawalls, Policy And Enforcement.

C7 - Resolutions

C7A A Resolution Retroactively Approving And Authorizing The City Manager, Or His Designee, To Apply For, Accept, And Appropriate Funding (Including Matching Funds And Any Related City Expenses), And Execute Any And All Documents Or Agreements In Connection With Grants And Funding Requests From The Following Sources: 1) Knight Foundation For The Knight Cities Challenge; 2) Florida Department Of Environmental Protection, Coastal Partnership Initiative For The Florida Coastal Management Program, In The Approximate Amount Of $30,000; 3) National Oceanic And Atmospheric Administration For The Community-Based Marine Debris Removal Program, In The Approximate Amount Of $100,000; 4) Robert Wood Johnson Foundation, Culture Of Health Prize, In The Approximate Amount Of $25,000; And 5) U.S. Environmental Protection Agency, In The Amount Of $60,000.

(Budget & Performance Improvement)

C7B A Resolution Adopting The Local Mitigation Strategy (LMS) For Miami-Dade County.

(Budget & Performance Improvement)

C7C A Resolution Opposing SB 598, HB 181, And Any Similar Legislation That Would Preempt Local Governments From Imposing Certain Requirements On State-Funded Public Works Projects Such As A) Imposing Requirements On Contractors Pertaining To Wages, Benefits, Hiring, Staffing, And Training, And B) Restricting Qualified Bidders From Submitting Bids, Being Awarded Bids Or Contracts, Or Performing Work Based On Prior Poor Performance Or Misconduct; Directing The City's State Lobbyists To Include This Issue As A 2016 State Legislative Priority; And Directing The City Clerk To Transmit A Copy Of This Resolution To Certain State And Local Officials.

(Sponsored by Commissioner Micky Steinberg)
(Legislative Tracking: Office of the City Attorney)

C7D A Resolution Acknowledging Receipt Of The 2015 Triennial Incentives Review And Recommendation Report From The Affordable Housing Advisory Committee.
(Housing & Community Services)

C7E A Resolution Approving And Authorizing The City Manager To Execute A Grant Agreement Between The City And The Miami Beach Watersports Center, Inc., In The Total Amount Not To Exceed $85,000.00, To Support The Para-Rowing Program For Rowers With A Disability At Ronald W. Shane Center.
(Parks & Recreation)

C7F A Resolution Approving A Five (5) Year Extension To The Use Agreement With The School Board Of Miami-Dade County, Florida, Dated October 18, 2000, Providing Parking Spaces For North Beach Elementary Faculty And Staff; Said Extension Commencing On July 23, 2016, And Expiring On July 22, 2021.
(Parking)

C7G A Resolution Authorizing The City Manager And City Clerk To Execute A Professional Services Agreement, And Any Amendments For Adjustments To Scope Of Work And Allocation Of Funds, With Cambridge University Technical Services Limited, For Services Regarding The Department Of Justice Grant Agreement For A Body-Worn Cameras Research And Evaluation Project, In An Amount Not To Exceed $371,379.
(Police)

C7H A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Firms, Pursuant To Request For Qualifications (RFQ) No. 2015-160-YG For Constructability, Cost, And Value Engineering Review Services, Authorizing The Administration To Enter Into Negotiations With U.S. Cost, Inc. D/B/A Rib U.S. Cost, Keith & Schnars, P.A., And Haks Engineers, Architects And Land Surveyors, P.C.; 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; And Further Authorizing The Mayor And City Clerk To Execute An Agreement, Upon Conclusion Of Successful Negotiations By The Administration.
(Procurement/Capital Improvement Projects)

C7I A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Firms, Pursuant To Request For Proposals (RFP) No. 2015-195-LR For Health Care Benefits Consulting Services.
(Procurement/Human Resources)

C7J A Resolution Ratifying An Agreement Between The City Of Miami Beach And Centurian Collins Property Owner, LLC (Developer), Attached Hereto As Exhibit 1, In Which The Developer Designed, Developed, Constructed And Partially Funded Improvements Along Liberty Avenue From The Northern Corner Of 23 Street To Collins Canal, Which Improvements Are Valued At $265,430.29, And Authorizing The City To Reimburse Developer $95,000, As The City's Full And Final Contribution Toward The Cost Of Constructing The Liberty Avenue Improvements.
(Public Works)

C7K A Resolution Retroactively Approving A Contribution From The Ocean Drive Association, In An Amount Not To Exceed $60,000.00, In Support Of The Fireworks Show On The Beach And The Closure Of Ocean Drive, From 5th To 15th Streets, For The 2015-2016 New Year's Celebration.
(Tourism, Culture & Economic Development)

C7L A Resolution Authorizing The City Manager To Execute A Funding Agreement ("Agreement") With The State Of Florida Department Of Transportation ("FDOT") Attached Hereto As Exhibit 1, Which Agreement Provides That FDOT Shall Remove Nine (9) Parking Spaces Along Alton Road In Order To Install Certain Roadway Improvements And In Exchange FDOT Shall Provide $139,995.00 As Payment To The City For The Loss Of Said Parking Spaces.
(Public Works)

C7M A Resolution Approving And Authorizing The City Manager To Execute A Sponsorship Agreement With Miami Beach Bowl LLC, In The Amount Of One Hundred Fifty Thousand Dollars ($150,000), To Sponsor The 2015 Miami Beach Bowl, A Post-Season College Football Game At Marlins Park On December 21, 2015.
(Tourism, Culture & Economic Development)

C7N A Resolution Ratifying A Corrective Perpetual Easement Between The City Of Miami Beach ("City") And The State Of Florida Department Of Transportation ("FDOT"), Which Reflects The Actual Locations The City Installed Three Storm Water Pump Stations Along Alton Road, Between 5th And 10th Streets; And Further Approving And Authorizing The Mayor And City Clerk To Execute A First Amendment To The Associated October 5, 2012 Maintenance Memorandum Of Agreement.
(Public Works)

C7O A Resolution Urging The Florida Legislature To Oppose Florida House Bill 401, Which Would (1) Provide Immunity From Liability For Health Care Facilities Or Health Care Providers That Refuse To Administer, Recommend, Or Deliver Medical Treatments Or Procedures That Would Be Contrary To Religious Or Moral Convictions Or Policies; (2) Provide Immunity From Liability For Individual Persons, Closely Held Organizations, Religious Institutions, Or Businesses Owned Or Operated By A Religious Institution That Refuse To Produce, Create, Or Deliver Custom Products Or Services That Would Be Contrary To Religious Or Moral Convictions Or Policies; (3) Provide Immunity From Liability For A Private Child-Placing Agency That Refuses To Perform, Assist In, Recommend, Consent To, Or Participate In The Placement Of A Child That Would Be Contrary To Religious Or Moral Convictions Or Policies; And (4) Preempt Local Regulations To The Contrary.
(Sponsored by Commissioner Micky Steinberg)
(Legislative Tracking: Office of the City Attorney)

C7P A Resolution Accepting The Recommendation Of The City's Committee For Quality Education And Urging Florida Governor Rick Scott And The Florida Legislature To Increase Per Pupil Education Funding In Florida Public Schools To Equal Or Exceed The National Average Of Approximately $10,700 Per Pupil.
(Sponsored by Commissioner Micky Steinberg)
(Legislative Tracking: Office of the City Attorney)

C7Q A Resolution Accepting The Recommendation Of The City Manager To Reject All Proposals Received Pursuant To Request For Qualifications (RFQ) No. 2015-206-KB, For Roofing Consulting Services, And Authorizing The City Administration To Issue A New RFQ For Roofing Consulting Services Following An Industry Review Meeting.
(Procurement/Property Management)

End of Consent Agenda

REGULAR AGENDA

R2 - Competitive Bid Reports

R2A Request For Approval To Issue A Request For Qualifications (RFQ) No. 2015-245-KB For Architectural And Engineering Design Services For The Lincoln Road District Improvements.
(Procurement/Capital Improvement Projects)
(Continued from October 21, 2015 - R2A)

R5 - Ordinances

R5A Consolidation & Standardizing Of Notification Procedures, And Rehearing & Appeal Procedures

1. An Ordinance Creating Section 118-8 Entitled "Notice Procedures" At Chapter 118, "Administration And Review Procedures," In Order To Consolidate And Standardize The Notice Provisions From The Various Subsections Of The Land Development Code In One Section; Amending And/Or Striking The Various Notice Provisions From Article II "Boards," Division 5 "Board Of Adjustment" At Section 118-134; Article IV "Conditional Use Procedure" At Section 118-193; Article VI "Design Review Procedures" At Section 118-254; Article X "Historic Preservation" Division 3 "Issuance Of Certificate Of Appropriateness/Certificate To Dig/Certificate Of Appropriateness For Demolition" At Section 118-563; And Division 4 "Designation" At Section 118-591; Providing For Repealer; Severability; Codification; And An Effective Date. **10:00 a.m. Second Reading Public Hearing**
(Sponsored by Commissioner Michael Grieco)
(Legislative Tracking: Planning)
(First Reading on October 14, 2015 - R5L1)

2. An Ordinance Consolidating And Standardizing The Rehearing And Appeal Procedures, Including Administrative Appeals And Quasi-Judicial Applications Before Historic Preservation Board, Board Of Adjustment, Planning Board, And Design Review Board, By Creating The Following Sections: Chapter 118, "Administration And Review Procedures," At Section 118-9, Entitled "Appeal And Rehearing Procedures"; And Amending Article II "Boards" Division 3 "Design Review Board" At Section 118-71; Division 5 "Board Of Adjustment" At Sections 118-134, 118-136, 118-137, 118-138; Article IV "Conditional Use Procedure" At Sections 118-193, And 118-197; Article VI "Design Review Procedures" At Sections 118-258, 118-260, 118-261, 118-262, 118-263; Article VIII "Procedures For Variances And Administrative Appeals" At Sections 118-352 And 118-358; Article IX "Nonconformances" At Sections 118-395 And 118-397; Article X "Historic Preservation"; Division 2 "Historic Preservation Board Review Of Projects" At Sections 118-532, 118-536, And 118-537; Division 3 "Issuance Of Certificate Of Appropriateness/Certificate To Dig/ Certificate Of Appropriateness For Demolition" At Sections 118-563, 118-564, 118-565; Division 5 "Single-Family Ad Valorem Tax Exemption" At Section 118-609; Chapter 142, "Zoning Districts And Regulations" At Article II "District Regulations," Division 2 "RS-1, RS-2, RS-3, RS-4 Single Family Residential Districts At Section 142-108 In Order To Remove Any Conflicts With Newly Created Section 118-9; Providing For Repealer; Severability; Codification; And An Effective Date. **10:00 a.m. Second Reading Public Hearing**
(Sponsored by Commissioner Michael Grieco)
(Legislative Tracking: Planning)
(First Reading on October 14, 2015 - R5L2)

R5B Land Development Regulations Fee Structure And Permitting Fees

1. An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, Florida; By Amending Chapter 114 Entitled "General Provisions," At Section 114-7; Chapter 118 Entitled "Administration And Review Procedures," Article I Entitled "In General", At Sections 118-3 And 118-6, Article III Entitled "Amendment Procedure", At Section 118-162, Article IV Entitled "Conditional Use Procedure," At Section 118-193 And 118-196, Article VI Entitled "Design Review Procedures," At Sections 118-253 And 118-255, Article VII Entitled "Division Of Land/Lot Split," At Section 118-321, Article VIII Entitled "Procedure For Variances And Administrative Appeals," At Sections 118-353 And 118-357, Article IX Entitled "Nonconformances," At Section 118-399, Article X Entitled "Historic Preservation," At Sections 118-562, 118-563, 118-564, And 118-591; Chapter 138, Entitled "Signs," At Sections 138-135 And 138-136; Chapter 142, Entitled "Zoning Districts And Regulations," At Section 142-108; And Further Amending Chapter 118, Entitled "Administration And Review Procedures," To Create Section 118-7 And 118-8; Updating And Consolidating The Sections Of The Land Development Regulations Requiring The Assessment Of Fees In Order To Improve Predictability, Transparency And Efficiency Of The Code; Providing For Repealer, Severability, Codification, And An Effective Date. **10:05 a.m. Second Reading Public Hearing**

(Sponsored by Commissioner Joy Malakoff)
(Legislative Tracking: Planning/Building/Fire/Public Works)
(First Reading on October 14, 2015 - R5N1)

2. An Ordinance Amending The Code Of The City Of Miami Beach, Florida, Amending Appendix A, "Fee Schedule" To Revise Building, Fire, Planning, And Public Works Fees Charged For Services Related To Land Development And Permitting; Providing For Repealer, Severability, Codification, And An Effective Date. **10:05 a.m. Second Reading Public Hearing**

(Sponsored by Commissioner Joy Malakoff)
(Legislative Tracking: Planning/Building/Fire/Public Works)
(First Reading on October 14, 2015 - R5N2)

3. An Ordinance Amending Chapter 14, "Building Regulations," Division 2, "Permit Fees," At Sections 14-61, 14-62, 14-66, 14-67, 14-68, 14-70, And 14-72; Chapter 15, "Zoning Review Fee Associated With The Building Permit Process," Article II, "Zoning Review Fees Associated With The Building Permit Process," At Sections 15-31, 15-32, 15-33, 15-34, 15-35, 15-36, And 15-37; Chapter 50, "Fire Prevention And Protection," At Sections 50-3, 50-4, 50-5, 50-6, 50-7, And 50-8; Chapter 66, "Marine Structures, Facilities And Vehicles," Article III, "Piers, Docks And Boat Ramps," At Section 66-114; Chapter 86, "Sales," Division 2, "Permit," At Section 86-56; Chapter 98, "Streets And Sidewalks," Article III, "Excavations," Division 2, "Permit," At Sections 98-93 And 98-94; Further Amending Chapter 50, "Fire Prevention And Protection," To Create Sections 50-9, 50-10, 50-11, 50-12, 50-13, 50-14, And 50-15; Chapter 98, "Streets And Sidewalks," Article III, "Excavations," Division 2, "Permit," To Create Sections 98-95, 98-96, 98-97, 98-98, 98-99, And 98-100; Updating And Consolidating The Sections Of The City Code Of Ordinances That Require The Assessment Of Fees For Permitting Services In Order To Improve Predictability, Transparency And Efficiency Of The Code; Providing For Repealer, Severability, Codification, And An Effective Date. **10:05 a.m. Second Reading Public Hearing**

(Sponsored by Commissioner Joy Malakoff)
(Legislative Tracking: Planning/Building/Fire/Public Works)
(First Reading on October 14, 2015 - R5N3)

R5C An Ordinance Amending Chapter 46 Of The Code Of The City Of Miami Beach, Entitled "Environment," By Amending Article III, Entitled "Litter," By Amending Division 1, Entitled "Generally," By Amending Section 46-92 To Amend The Enforcement And Penalty Provisions For Violations Of Subsections (b), (c), (d), And (e), By Increasing Penalties For Violations Of Subsections (b), (c), (d), And (e), And Imposing Criminal Penalties For Violations Of Subsection (b) On Beaches, Parks, Marinas, Piers, Docks, And Boat Ramps; To Amend Provisions In Subsections (l) And (m) Regarding Appeals From Violations; And To Amend The Provisions In Subsection (m) Regarding Liens For Unpaid Fines; And Providing For Repealer, Severability, Codification, And An Effective Date. **10:10 a.m. Second Reading Public Hearing**

(Sponsored by Commissioner Grieco)
(Legislative Tracking: Environment & Sustainability)
(Continued from October 14, 2015 - R5D)

R5D An Ordinance Amending Chapter 82 Of The Code Of The City Of Miami Beach, Entitled "Public Property," By Amending Article IV, Entitled "Uses In Public Rights-Of-Way," By Amending Division 5, Entitled "Sidewalk Cafes," By Amending Subdivision II, Entitled "Permit," By Amending Section 82-381 Thereof, Entitled "Permitted Areas; Conditional Permit; City Manager's Right To Remove Sidewalk Cafes," By Requiring Display Of Prices For Food And Drink Menu Items Or Any Food And Drink Menu Specials, And Establishing A Notice Provision To Customers Regarding Any Automatic Gratuity Or Service Charge By The Operator Of The Sidewalk Café; By Amending Section 82-382 Thereof, Entitled "Application," Mandating That A Sidewalk Café Application Be Denied For Failure To Have Food And Drink Menus Which Includes Prices For Food And Drink Menu Items, Food And Drink Menu Specials, Or Notification Of Any Automatic Gratuity Or Service Charge Imposed By The Sidewalk Café Operator; By Amending Section 82-385 Thereof, Entitled "Minimum Standards, Criteria, And Conditions For Operation Of Sidewalk Cafes," By Prohibiting A Sidewalk Café To Operate Without Food And Drink Menus Which Show The Pricing For Any Food And Drink Menu Item Or Food And Drink Menu Special, And Fail To Notify Customers Of Any Automatic Gratuity Or Service Charge Imposed By The Sidewalk Café Operator; And Providing For Repealer, Severability, Codification, And An Effective Date. **10:15 a.m. Second Reading Public Hearing**

(Sponsored by Commissioner Micky Steinberg)
(Legislative Tracking: Office of the City Attorney)
(First Reading on October 14, 2015 - R5K)

R5E An Ordinance Amending Chapter 106 Of The Miami Beach City Code, Entitled "Traffic And Vehicles," By Amending Article II, Entitled "Metered Parking," By Amending Division 1, Entitled "Generally," By Amending Section 106-47, Entitled "Freight, Commercial, And Passenger Curb Loading Zones; Hours, Deliveries"; By Deleting Subsection (c), (d) And (e); By Amending Subsection (b) To Require Property Owners And Businesses To Confirm Compliance With Subsection (g) For Commercial Motor Vehicles Deliveries And Services; By Prohibiting Deliveries Or Services For Commercial Motor Vehicles That Fail To Comply With Subsections (f) Through (n); By Creating A New Subsection (d) And (e), Which Limits The Authority Of The Special Master; By Amending The Enforcement And Penalty Provisions For Violations Of Subsection (b); Providing For Codification, Repealer, Severability, And An Effective Date. **10:20 a.m. Second Reading Public Hearing**

(Sponsored by Commissioner Michael Grieco)
(Legislative Tracking: Office of the City Attorney/Parking)
(Continued from October 14, 2015 - R5E)

R5F Sunset Harbour CD-2 Entertainment Prohibition
An Ordinance Amending The Code Of The City Of Miami Beach, Florida By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 5, "CD-2 Commercial Medium Intensity District," At Section 142-305, "Prohibited Uses," By Adding Bars, Dance Halls, And Entertainment Establishments As Prohibited Uses Within The CD-2, Sunset Harbour Neighborhood, Generally Bounded By Purdy Avenue, 20th Street, Alton Road And Dade Boulevard; Providing For Codification; Repealer; Severability; Applicability; 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 October 21 - R5A)

R5G An Ordinance Amending Miami Beach City Code Chapter 2 "Administration," Article VII "Standards Of Conduct," Division 5 "Campaign Finance Reform," Encompassing City Code Sections 2-487 "Prohibited Campaign Contributions By Vendors," City Code Section 2-488 "Prohibited Campaign Contributions By Lobbyists On Procurement Issues," City Code Section 2-489 "Prohibited Campaign Contributions By Real Estate Developers," And City Code Section 2-490 "Prohibited Campaign Contributions By Lobbyists On Real Estate Development Issues," By Providing That Commencing Upon The Effective Date Of The Ordinance, Members Of The City Commission Or Candidates For Said Offices Shall Be Prohibited From Either Directly Or Indirectly Soliciting, Accepting Or Depositing Any Campaign Contribution Regarding City Elected Office From A Vendor, Lobbyist On A Procurement Issue, Real Estate Developer, Or Lobbyist On A Real Estate Development Issue; Providing For Repealer, Severability, Codification, And An Effective Date. **10:30 a.m. Second Reading Public Hearing**

(Sponsored by Commissioners Micky Steinberg & Michael Grieco)
(Legislative Tracking: Office of the City Attorney)
(First Reading on October 14, 2015 - R5J)

R5H An Ordinance Amending Miami Beach City Code Chapter 2, Article VII, Division 5 Entitled "Campaign Finance Reform," By Adding Thereto Section 2-491 Entitled "Disclosure Of Solicitation," Requiring Any Candidate Or Campaign Committee Of A Candidate For The Offices Of Mayor Or Commissioner Or Member Of The City Commission Who, On Behalf Of A Political Committee Which Supports Or Opposes Candidates For Elected City Office, Solicits Campaign Contributions For City Elected Office From A Vendor, Lobbyist On A Procurement Issue, Real Estate Developer And/Or Lobbyist On A Real Estate Development Issue, To Disclose The Date Of Solicitation As Well As Name And Contribution Amounts Of Any Individual Who Was Solicited, Disclosure To Be Filed In Office Of The City Clerk. **First Reading**

(Sponsored By Commissioners Micky Steinberg & Michael Grieco)
(Legislative Tracking: Office of the City Attorney)
(Continued from October 14, 2015 - R5O)

R5I Art In Public Places Review Process
An Ordinance Amending The City Code, By Amending Chapter 82, "Public Property," Article VII, "Art In Public Places," Division 4, "Procedures," At Section 82-612, "Selection Of Artists And Works Of Art," In Order To Amend The Procedures For Selecting Artists; Providing For Codification; Repealer; Severability, And An Effective Date. **First Reading**

(Sponsored by Commissioner Joy Malakoff)
(Legislative Tracking: Tourism, Culture & Economic Development)

R5J Traffic Study Requirements

An Ordinance Amending The Land Development Regulations Of The City Code, By Amending Chapter 118, "Administration And Review Procedures," Article VI, "Design Review Procedures," At Section 118-253, By Including Application Requirements For Design Review Board Applications, To Include Threshold Requirements For The Submission Of Traffic Studies, And By Amending Chapter 118, "Administration And Review Procedures," Article X, "Historic Preservation," Division 3, "Issuance Of Certificate Of Appropriateness To Dig/Certificate Of Appropriateness For Demolition," At Section 118-562, By Including Threshold Requirements For The Submission Of Traffic Studies For Historic Preservation Board Applications; Providing For Codification; Repealer; Severability; And An Effective Date. **First Reading**

(Sponsored by Commissioner Micky Steinberg)
(Legislative Tracking: Planning)

R5K Single Family Regulations - Lot Coverage, Unit Size, Height, Setbacks, And Courtyards

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," Division 2, "RS-1, RS-2, RS-3, RS-4 Single-Family Residential Districts," At Sections 142-105, 142-106, And 142-108, By Modifying, Simplifying, And Clarifying How Lot Coverage, Unit Size, Roof Deck, Height, Setback, And Courtyard Requirements Are Applied In The Single Family Residential Districts; Eliminating Certain Design Review Waivers For Second Floor Volume And Side Elevation Requirements; Providing Codification; Repealer; Severability; And An Effective Date. **First Reading**

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

R5L Electric Vehicle Parking

An Ordinance Amending The Land Development Regulations Of The City Code, By Amending Chapter 130, "Off-Street Parking," Article II, "Districts; Requirements," By Creating Section 130-39, Entitled "Electric Vehicle Parking Requirements," To Provide Minimum Requirements For Electric Vehicle Parking Spaces And Charging Stations; Amending Article III, "Design Standards," By Creating Section 130-72, Entitled "Electric Vehicle Parking Space Standards," To Establish Design Standards For Electric Vehicle Parking Spaces; And Amending Article V, "Fee In Lieu Of Parking Program," Section 130-132, Entitled "Fee Calculation," To Establish An Additional Fee In Lieu Of Parking For Electric Vehicle Parking Spaces, And Section 130-134, Entitled "Deposit Of Funds; Account," To Provide That Funds Generated By The Additional Fee In Lieu Of Parking For Electric Vehicle Parking Spaces Shall Be Deposited In The City's Sustainability And Resiliency Fund; Providing For Codification, Repealer, Severability And An Effective Date. **First Reading**

(Sponsored by Commissioner Micky Steinberg)
(Legislative Tracking: Planning)

R5M Chapter 6 - Alcoholic Beverages
An Ordinance Amending Chapter 6, Entitled "Alcoholic Beverages," Of The Code Of The City Of Miami Beach, Florida, Article I, Entitled "In General," Section 6-3 Thereof, Entitled "Hours Of Sale," And Amending Chapter 82, Entitled "Public Property," By Amending Article IV, Entitled "Uses In Public Rights-Of-Way," Division 5, Entitled "Sidewalk Cafes," Subdivision II, Entitled "Permit," Section 82-388 Thereof, Entitled "Hours Of Sale Of Alcoholic Beverages; Enforcement," To Clarify That An Alcoholic Beverage Establishment Permitted To Serve Alcoholic Beverages For On-Premises Consumption Until 5:00 a.m. May Continue To Serve Alcoholic Beverages For On-Premises Consumption And For Consumption At The Establishment's Sidewalk Cafe Until 7:00 a.m. On New Year's Day And During Certain Major Event Days Or Weekends As May Be Designated Or Approved By The City Commission; And Providing For Repealer, Severability, Codification, And An Effective Date. **First Reading**

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

R5N An Ordinance Granting To Peoples Gas System, A Division Of Tampa Electric Company, Its Successors And Assigns, A Non-Exclusive Natural Gas Franchise Agreement To Use The Public Rights-Of-Way Of The City Of Miami Beach, Florida, And Prescribing The Provisions And Conditions Under Which Said Franchise Shall Be Exercised; Providing For Monthly Payments To The City; Providing An Effective Date; And Repealing Prior Ordinance. **First Reading**

(Public Works)

R5O An Ordinance Amending Chapter 2 Of The Code Of The City Of Miami Beach, Entitled "Administration," By Amending Article VI, Entitled "Procurement," By Amending Division 3, Entitled "Contract Procedures," By Amending Section 2-375, To Be Entitled "Non-Discrimination; Contract Requirements; Waiver," To Provide That The City Shall Not Procure Goods Or Services From, Or Otherwise Contract With, A Business Which Engages In The Boycott Of A Nation Or Country, Or A Business Which Blacklists Or Otherwise Refuses To Deal With A Person Or Entity Based On Race, Color, Religion, Gender, Or National Origin, And Providing Requirements For City Contracts And Waiver Provisions; Providing For Repealer; Codification; Severability; And An Effective Date. **First Reading**

(Sponsored by Mayor Philip Levine)
(Legislative Tracking: Office of the City Attorney)

Clerk's Note:
Item R5P from October 14, 2015, was removed from this agenda due to lack of sponsorship (Amend Ch. 2, Prohibit Lobbying By Campaign Consultants).

R7 - Resolutions

R7A A Resolution Setting The Dates For The Year 2016 City Commission Meetings. **Joint City Commission & Redevelopment Agency**

(Office of the City Clerk)

R7B A Resolution Approving, Upon Second And Final Reading Of This Resolution And Following A Duly Noticed Public Hearing, A Ground Lease Agreement In The Form Attached To This Resolution, Between The City (Owner Or Landlord) And Sabrina Cohen Wellness Center Project, Inc. (Tenant), In Connection With The Use Of 5,100 Square Feet Of City-Owned Land, Located At Allison Park, Having A Street Address Of 6475 Collins Avenue (Premises), For A Term Of Ninety-Nine (99) Years, For The Purpose Of Constructing And Operating An Ada Accessible Wellness Center At The Tenant's Sole Expense. **10:35 a.m. Second Reading Public Hearing**

(Sponsored by Commissioner Joy Malakoff)
(Legislative Tracking: Office of the City Attorney/Parks & Recreation/Public Works)
(First Reading on October 21, 2015 - R7E)
(Item to be Submitted in Supplemental)

R7C A Resolution Adopting The First Amendment To The Capital Budget For Fiscal Year 2015/16. **10:40 a.m. Public Hearing**

(Budget & Performance Improvement)

R7D A Resolution Adopting The First Amendment To The General Fund, Enterprise Fund, Internal Service Fund, And Special Revenue Fund Budgets For Fiscal Year 2015/16. **10:45 a.m. Public Hearing**

(Budget & Performance Improvement)

R7E A Resolution Adopting An Amendment To The Budget For Fiscal Year 2015/16; Which Amended Budget Is Attached Hereto As Exhibit A. **10:50 a.m. Public Hearing**

(Sponsored by Commissioner Michael Grieco)

R7F Sunset Islands 3 & 4 Utility Improvement District: Final Assessment Roll And Agreements With Utilities For Undergrounding

1. A Resolution Approving, Following A Duly Noticed Public Hearing Pursuant To Sections 170.07 And 170.08, Florida Statutes, The Final Assessment Roll For The Special Assessment District Known As The Sunset Islands 3 & 4 Utility Improvement District, And Confirming Such Assessments As Legal, Valid, And Binding First Liens Upon The Property Against Which Such Assessments Are Made Until Paid. **11:00 a.m. Public Hearing**

   (Capital Improvement Projects/Office of the City Attorney)
   (Public Hearing Set on October 21, 2015 - R7H)

2. A Resolution Approving And Authorizing The Mayor And City Clerk To Execute, In A Form Acceptable To The City Attorney, An Easement Agreement With Florida Power & Light, As Well As Agreements With Florida Power & Light In The Amount Of $939,915, An Agreement With AT&T In The Amount Of $169,056, And An Agreement With Atlantic Broadband In The Amount Of $82,626, For The Placement Underground Of Overhead Utilities On Sunset Islands 3 & 4; Authorizing The City To Fund The Agreements With The Utilities, The Installation Of Conduits, And All Financing Costs, Which Shall Be Funded With Special Assessments.

   (Capital Improvement Projects/Office of the City Attorney)

R7G A Resolution Amending The City's State Legislative Agenda To Include Support Of House Bill 45, "Florida Competitive Workforce Act," Which Would Ban Discrimination In Employment, Housing And Public Accommodations For All Floridians When It Comes To Sexual Orientation And Gender Identify Or Expression.

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

R7H A Resolution Approving The Substantive Terms, As Set Forth In The Draft Agreement Attached As Exhibit "A" To This Resolution, Between The City And A National Salute To America's Heroes, LLC (Applicant), For The Production Of An Aircraft Flight Demonstration And Aquatic Show With Ancillary Activities Such As Entertainment, Exhibits, Concession Sales, Commencing On January 1, 2016, And Ending On December 31, 2021; Authorizing The City Manager To Negotiate And Finalize The Agreement Based On The Approved Terms Set Forth Herein, And, Further Authorizing The Mayor And City Clerk To Execute The Final Agreement Upon Conclusion Of Successful Negotiations, Provided That In The Event That The City And Applicant Deem It Necessary To Include Any New Substantive Terms (Which Are Not Contained In The Attached Draft Agreement) Then Such New Substantive Terms Shall Be Subject To Prior Approval By The Mayor And City Commission Before Final Execution Thereof.

(Sponsored By Commissioner Michael Grieco)
(Legislative Tracking: Tourism, Culture & Economic Development)

R7I A Resolution Accepting The City Manager's Recommendation By 5/7th Vote And Waiving The Competitive Bidding Requirement, Finding Such Waiver To Be In The Best Interest Of The City, And Approving And Authorizing The Mayor And City Clerk To Execute An Agreement With ETC Institute For Community Satisfaction Survey Services, In The Amount Of $85,572.

(Budget & Performance Improvement)

R7J A Resolution Calling For A March 15, 2016 Special Election, For The Purpose Of Submitting To The Electorate Of The City Of Miami Beach, Florida A Question Asking Whether City Should Lease 2.65-Acre Property At Northeast Corner Of 17th Street And Convention Center Drive To Portman Miami Beach LLC For 99 Years, Requiring, Per Resolution 2015-29115, Construction/ Operation Of Privately-Funded 800 Room Hotel With 288 Foot Height Limit, Connected To Convention Center Via Pedestrian Skybridge; No Gambling; And Rent To City After Hotel Opens, Including Greater Of: Minimum Rent ($12,373,785 Over First Ten Years, Adjusted Thereafter) Or Percentage Of Hotel's Revenues Annually.

(Office of the City Attorney/Office of the City Manager)

R7K A Resolution Calling For A March 15, 2016 Special Election, For The Purpose Of Submitting To The Electorate Of The City Of Miami Beach, Florida A Question Asking Whether The City Should Lease 5,100 Square Feet Of Beachfront Property At Allison Park, 6475 Collins Avenue, To Sabrina Cohen Wellness Center Project, Inc., A Not-For-Profit Corporation, For 99 Years, With Rent Of $18.00 Annually, Requiring, Per Resolution 2015_____, Construction/Operation Of Privately Funded Accessible Wellness Center With 50 Foot Height Limit (Including Physical Therapy, Adaptive Gym, And Pool) To Serve Persons With Disabilities; And Discounts To Disabled Residents And Disabled Military Service Members?

(Office of the City Attorney)
(Item to be Submitted in Supplemental)

R7L A Resolution Authorizing The Miami-Dade County Canvassing Board For The March 15, 2016 Presidential Preference Primary Election To Serve As The Canvassing Board For The City Of Miami Beach's Special Election To Be Held On March 15, 2016.

(Office of the City Clerk)

R7M A Resolution Recognizing And Approving Early Voting For The March 15, 2016 City Of Miami Beach Special Election.

(Office of the City Clerk)

R7N A Resolution Approving Funding And An Expenditure In An Amount Not To Exceed $25,000 For The Public Purpose Of Informing And Educating The Voters Of The City Of Miami Beach Regarding The Ballot Questions In The City's Special Election On March 15, 2016, Which Will Be Held In Conjunction With The Presidential Preference Primary Election, In Order To Achieve A More Informed Electorate Vote.

(Office of the City Attorney/Office Of the City Clerk/Communications)

R7O A Resolution Approving And Authorizing The Mayor And City Clerk To Execute A Baywalk Easement Between Mount Sinai Medical Center Of Florida, A Florida Not-For-Profit Corporation (Mount Sinai), As Grantor, And The City, As Grantee, As Contemplated In Resolution No. 2014-28609 (Which Resolution Authorized A $15,000,000 Grant To Mount Sinai Medical) Granting The City The Right To Develop, Design, Construct, Operate, And Maintain A Public Baywalk Along The Northern And Western Boundaries Of The Mount Sinai Property For The Public's Use.

(Office of the City Attorney)

R7P A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Firms, Pursuant To Request For Qualifications (RFQ) No. 2015-211-KB For Architectural And Engineering Design Services For The North Shore Open Space Park, Authorizing The Administration To Enter Into Negotiations With: Calvin Giordano And Associates, Inc. As The Top Ranked Proposer; And Should The Administration Not Be Successful In Negotiating An Agreement With Calvin Giordano And Associates, Inc., Authorizing The Administration To Enter Into Negotiations With EDSA, Inc., As The Second Highest Ranked Proposer; And, Should The Administration Not Be Successful In Negotiating An Agreement With EDSA, Inc., Authorizing The Administration To Enter Into Negotiations With Bermello Ajamil & Partners, Inc., As The Third Highest Ranked Proposer; And Further Authorizing The Mayor And City Clerk To Execute An Agreement, Upon Conclusion Of Successful Negotiations By The Administration.

(Procurement/Capital Improvement Projects)

R7Q A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Firms, Pursuant To Request For Qualifications (RFQ) No. 2015-240-KB For Architectural And Engineering Design Services For The Future Community Park (Former Par 3) Project, Authorizing The Administration To Enter Into Negotiations With Savino & Miller Design Studio As The Top Ranked Proposer; And Should The Administration Not Be Successful In Negotiating An Agreement With Savino & Miller Design Studio, Authorizing The Administration To Enter Into Negotiations With Bermello Ajamil And Partners, Inc., As The Second Highest Ranked Proposer; And Should The Administration Not Be Successful In Negotiating An Agreement With Bermello Ajamil And Partners, Inc., Authorizing The Administration To Enter Into Negotiations With TBG Partners, As The Third Highest Ranked Proposer; And, Further Authorizing The Mayor And City Clerk To Execute An Agreement, Upon Conclusion Of Successful Negotiations By The Administration.

(Procurement/Capital Improvement Projects)

R7R A Resolution Authorizing The Mayor And City Clerk To Execute An Agreement Between The City Of Miami Beach And Kimley-Horn And Associates, Inc., For The Preparation Of Environmental Analysis For Miami Beach Transit Projects Including The Beach Corridor Transit Connection Project And Related Services, Pursuant To Request For Qualifications (RFQ) No. 2015-213-KB,

(Procurement/Transportation)

R7S A Resolution Approving And Authorizing The City To Accept A Donation Of In-Kind Services From Terra Group, LLC, With An Estimated Value Of $20,000.00, For Interim Improvements To North Shore Open Space Park.

(Parks & Recreation)

R7T A Resolution Authorizing The City Manager To Decline, In Writing, The Owner's Reciprocal Right Of First Refusal, As Required Pursuant To The Terms Of Section 36.2 Of The Agreement Of Lease ("Ground Lease") Between The City ("Owner") And 1691 Michigan Ave Investments LP ("Tenant"), Dated As Of September 1, 1999, Involving The Improvements To The Property ("Project") Located At 1691 Michigan Avenue, Miami Beach, Florida; And Further Approving Tenant's Sale Of The Project To CLPF - Lincoln, LLC GP, A Subsidiary Of Clarion Lion Properties Fund Holdings, LP ("Proposed Purchaser"), Subject To The Administration's Successful Completion Of Its Evaluation Of The Proposed Purchaser In Accordance With Article 10 Of The Lease ("City's Due Diligence"), And Payment To The City Of Its Reasonable Costs Incurred In Connection With The Proposed Sale Including, Without Limitation, Reimbursement Of The City's Due Diligence Costs; And Further Authorizing The City Manager And City Clerk To Execute Any And All Closing Documents On Behalf Of The City.

(Tourism, Culture & Economic Development)

R7U A Resolution Approving And Authorizing The Administration To Negotiate A Lease Agreement Consistent With The Essential Terms Set Forth In This Resolution Between The City Of Miami Beach, As Tenant, And 1680 Costa, LLC, As Landlord, For Use Of Approximately 3,792 Rentable Square Feet Of Property, Located At 1680 Meridian Avenue, Suites 401 & 402, Miami Beach, Florida, To Be Used As Administrative Offices For The City's Transportation Department; Said Lease Agreement Having An Initial Term Of Three (3) Years, Commencing On January 1, 2016, And Ending On December 31, 2018, With One (1) Renewal Option For Three (3) Years, At The City's Option; And Upon Successful Negotiations, Authorizing The Mayor And City Clerk To Execute Said Lease Agreement.

(Tourism, Culture & Economic Development)

R7V A Resolution Approving And Authorizing The Mayor And City Clerk To Execute An Amendment No. 1 To Lease Agreement Between The City And Alpha 22 LLC (Tenant), Dated October 16, 2013 (Lease), Involving The Use Of Approximately 2,216 Square Feet Of City Owned Unimproved Land, Located At 22 Washington Avenue, Miami Beach, Florida (Property), Adjacent To An Existing Restaurant Space Located At 816 Commerce Street, Miami Beach, Florida (Restaurant), Currently Used As An Outdoor Seating Area, Concurrent With The Lease/Use Of The Restaurant; Said Amendment Approving The Sale Of The Restaurant, Consenting To The Assignment Of The Lease By Alpha 22 LLC (As Tenant And Assignor) To Florida Food District Inc. (As New Tenant And Assignee).

(Tourism, Culture & Economic Development)

R7W A Resolution Approving And Authorizing The Mayor And City Clerk To Execute Change Order No. 4 To The Construction Contract Dated April 9, 2014, With Southern Underground Industries, Inc., For The Implementation Of The City's "Tidal Flooding Mitigation Project" (The Agreement); Said Change Order No. 4, In The Amount Of $855,080 For Construction Services, Plus A Project Contingency, In The Amount Of $85,508, For A Total Cost Of $940,588, To Allow The Installation Of Additional Check Valves On Outfalls In Various Locations Requiring Protection From Tidal Flooding Issues On Sunset Islands 1 And 2, Palm And Hibiscus Islands, And North Bay Road; And To Repair Broken Stormwater Pipes At North Bay Road, Between 52nd And 59th Streets.

(Public Works)

R7X A Resolution Authorizing The Continuation Of The Current Standard Software Maintenance Contract With New World Systems Corporation, On A Month-By-Month Basis, Commencing January 1, 2016, On The Same Terms And Conditions, Subject To Termination For Convenience Without Cause By The City Manager, Until Completion Of Current Negotiations For A Subsequent Agreement Or The Identification Of An Alternative Service Provider.

(Police)

R7Y A Resolution Approving And Authorizing The Mayor And City Clerk To Execute A Termination And Release Agreement ("Termination Agreement") By And Between The City Of Miami Beach ("City") And Brian Tolle ("Artist").

(Tourism, Culture & Economic Development)

R7Z A Resolution Approving And Authorizing The City Manager To Execute Change Order No. 3 To The Construction Contract Between The City Of Miami Beach, Florida, And Lanzo Construction Co., Florida, For The Construction Of The City Of Miami Beach Right-Of-Way Infrastructure Improvement Program, Venetian Islands Bid Package 13C (Project), Dated March 13, 2013 (The Contract); The Change Order Includes: 1) Construction Work Associated With Six (6) New Stormwater Pump Stations That Meet The Enhanced Stormwater Criteria In The Not-To-Exceed Amount Of $12,257,864 Plus Time Extension Of 365 Calendar Days Required To Complete This Work Within San Marino, Dilido And Rivo Alto Islands; And 2) Increasing The Owner's Contingency In The Amount Of $1,225,787; The Resulting Amount Of $13,483,651 Will Be Added To The Construction Contract.

(Capital Improvement Projects Office)

R7AA A Resolution Accepting The Written Recommendation Of The City Manager Regarding The Existence Of A Public Emergency And, Accordingly, Waiving, By 5/7th Vote, The Competitive Bidding Requirement, Finding Further That The Best Interest Of The City Would Be Served By Such Waiver; Authorizing The City Manager Or His Designee To Negotiate Amendment No. 3, To The Design-Build Agreement Between The City And Lanzo Construction Co., Approved Pursuant To Resolution No. 2014-28765, For The Sunset Harbour Pump Station Retrofit And Drainage Improvements Project; Said Amendment, In The Not To Exceed Amount Of $_____, To Bring Sunset Drive, And Parking Lot P46 To A 3.7 Feet NAVD Elevation; Further Authorizing The Mayor And City Clerk To Execute The Amendment, Upon Completion Of Successful Negotiations.

(Public Works)
(Item to be Submitted in Supplemental)

R7BB A Resolution Accepting The Recommendation Of The City Manager To Enter Into Further Negotiations With Lanzo Construction Co., Florida, For Phase 2 Construction Services And Further Authorizing The Mayor And City Clerk To Execute A GMP Amendment No. 3, In The Not-To-Exceed Amount Of $35 Million, To The Design-Build Agreement Between The City Of Miami Beach And Lanzo Construction Co., Florida, For Design-Build Services For Neighborhood No. 13: Palm And Hibiscus Islands Right-Of-Way Infrastructure Improvements (The Project), Dated September 18, 2014 (The Contract), Upon Conclusion Of Successful Negotiations, Plus A Ten Percent Owner's Project Contingency For A Grand Total Of $38,500,000, With Previously Appropriated Funding And Additional Funding Request Subject To The 1st Amendment To The FY 15/16 Capital Budget.

(Capital Improvement Projects Office)
(Item to be Submitted in Supplemental)

R9 - New Business and Commission Requests

R9A Board And Committee Appointments.
(Office of the City Clerk)

R9A1 Board And Committee Appointments - City Commission Appointments.
(Office of the City Clerk)

R9A2 Appointment Of David C. Greeff To The Housing Authority.
(Sponsored by Mayor Philip Levine)

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.
(Office of the City Manager)

R9D Discussion And Approval Of The 2016 State Legislative Priorities.
(Sponsored by Mayor Philip Levine)

R9E Discussion Regarding Potential Acquisition Of The Property Located At 6961 Indian Creek Drive In North Beach For A Building Department Satellite Office.
(Tourism, Culture & Economic Development)

R9F Discussion Regarding Expediting A Playground Area Adjacent To The Scott Rakow Youth Center (Where Previously Approved) That Would Help Service The Younger Children In The Aftercare Program.
(Sponsored by Commissioner Micky Steinberg)

R9G Discussion Regarding City Policies For The Approval Of Temporary Parklets Along Washington Avenue, Between 5th Street And Lincoln Road, As Part Of A Pilot Project.
(Transportation)

R9H Discussion And Update Regarding Efforts Thus Far And The Proposal To Conduct A Traffic Calming Study In The Nautilus Area.
(Sponsored by Commissioner Micky Steinberg)
(Legislative Tracking: Transportation)

R9I Discussion Regarding The Miami Beach Committee For Quality Education Request For Our Lobbyists In Tallahassee To Request Of The Governor And Florida Legislature To Increase Per Pupil Education Funding To Minimally Equal The National Average Of Approximately $10,700.
(Sponsored by Commissioner Joy Malakoff)

R9J Report Pursuant To Article V, Budget, Finance And Pre-Collective Bargaining Analysis; Section 5.04. **11:05 a.m. Public Hearing**
(Human Resources)

R9K Referral To The Planning Board - Discussion Regarding Proposed Ordinance Amendment Pertaining To Alcoholic Beverage Establishments In The Alton Road Corridor, Adjacent To West Avenue And Along 17th Street Facing The Palm View Neighborhood.
(Sponsored by Commissioner Joy Malakoff)
(Legislative Tracking: Planning)

R10 - City Attorney Reports

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

R10B Notice Of Closed Executive Session
Pursuant To Section 447.605, Florida Statutes, A Closed Executive Session Will Be Held During Recess Of The City Commission Meeting On Wednesday, December 9, 2015, In The City Manager's Large Conference Room, Fourth Floor, City Hall, For A Discussion Relative To Collective Bargaining.

Reports and Informational Items

1. Reports and Informational Items (see LTC No. 462-2015)

2. List of Projects Covered by the Cone of Silence Ordinance – LTC No. 457-2015.
(Procurement)

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

End of Regular Agenda

Miami Beach Redevelopment Agency

City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive
December 9, 2015

Chairperson of the Board Philip Levine
Member of the Board John Elizabeth Alemán
Member of the Board Ricky Arriola
Member of the Board Kristen Rosen Gonzalez
Member of the Board Michael Grieco
Member of the Board Joy Malakoff
Member of the Board Micky Steinberg
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.

1A A Resolution Of The Chairperson And Members Of The Miami Beach Redevelopment Agency (RDA), Setting The Dates For The Year 2016 Redevelopment Agency Meetings. **Joint City Commission & Redevelopment Agency**
(Office of the City Clerk)

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 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. In some cases, month-to-month renewals for short periods to continue services while the award of a replacement contract is pending. 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 Consolidated Parking Equipment and Condo Electric.

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	MT	JLM

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MIAMIBEACH

AGENDA ITEM C2A

DATE 12-9-15

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: December 9, 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. In some cases, month-to-month renewals for short periods to continue services while the award of a replacement contract is pending. 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: 2014-393-01	Renewal Period: Month to Month
Title: Sole Source provider, Consolidated Parking Equipment for the maintenance and repair of the gated revenue control equipment for the City's parking garages.	
Contractor: Consolidated Parking Equipment.	
Brief Scope: The system is provided and maintained by Consolidated Parking Equipment (CPE) and it is comprised of software, hardware, and equipment which monitors, processes, and provides audit trails for all parking transactions, including transient and monthly parking uses.	

Justification: The City will be replacing all the garage gated revenue control equipment this fiscal year. CPE has been contracted by Skidata, the new gated revenue control equipment provider, for the installation and maintenance of the new equipment and CPE will be assisting in the transition process. It is in the City's best interest to renew this contract for continuity and seamless transition of systems and equipment until the new gated revenue control system is installed.

Contract Number: ITB-10-10/11	Renewal Period: Month to Month
Title: Electric Motor Rewind and Repair Service	
Contractor: Condo Electric	
Brief Scope: Purchase of repair or replacement parts for the various makes and models of motors as utilized within the City of Miami Beach, and repair services, in the field or in the vendors' shop, as needed by the City. The repair services to be provided are the rewinding of stators and rotors, replacements of bearings and seals, complete motor repair, rewinding of transformers, machining, crane service and additional services when required.	
Justification: The new department administration is reviewing the services procured under this contract. It is in the best interest of the City to extend the existing contract on a month to month basis in order to allow sufficient time to solicit and award the replacement contract. The present contract is scheduled to expire January 16, 2016 and it is imperative that this contract remain in place to service and repair the pumps located citywide. Failure to do so may cause sewer overflow in streets and sewer, water and private properties endangering the health and safety of the public. It is expected that the replacement contract be awarded by March 2016.	

CONCLUSION

The Administration recommends that the Mayor and City Commission approve the extension of the aforementioned contracts with Consolidated Parking Equipment and Condo Electric.

JLM / MT/ AD / YC

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Condensed Title:

REQUEST FOR APPROVAL TO AWARD CONTRACTS TO STRUCTURED CABLING SOLUTIONS, INC., AS THE PRIMARY VENDOR, AND ASE TELECOM & DATA, INC., AS SECONDARY VENDOR PURSUANT TO INVITATION TO BID (ITB) NO. 2015-203-AK FOR TELECOMMUNICATIONS WIRING SERVICES.

Key Intended Outcome Supported:

Ensure installation, termination, configuration of hardware, conduct wiring and cabling changes in the wiring infrastructure of the City data, cable television, video, and voice network.

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

Item Summary/Recommendation:

The purpose of Invitation to Bid No. 2015-203-AK (the "Bid") is to award contracts for the purchase and installation of cabling and related items to support the City's information technology infrastructure for data, cable television, video, and voice networks.

The ITB was issued on September 23, 2015. 231 bid notices were issued through the PublicPurchase system, and other 24 through the Procurement Department. 29 vendors downloaded the bid documents from PublicPurchase. On November 10, 2015 bids were opened. Two (2) bids were received from: ASE Telecom and Data, Inc., and Structured Cabling Solutions, Inc. Both bids were deemed to be responsive to the requirements of the ITB. The bid tabulation is attached. Structured Cabling Solutions, Inc., currently provides services to Miami-Dade County Public Schools, Miami-Dade County, Miami-Dade College, Orange County and Orange County Public Schools, ASE Telecom and Data Inc., currently provides services to Florida Power & Light Florida, Carnival Cruises Lines and Jackson Memorial Hospital, as well as the City of Miami Beach.

After considering the bids received, the Administration is recommending award to a primary and secondary bidder as follows: Structured Cabling Solutions, Inc., as the primary lowest responsive bidder, and ASE Telecom & Data, Inc., as secondary lowest responsive bidder. Having a secondary source of supply will allow the Information Technology Department to be able to meet the demands for the installation of the required items in the event that the primary vendor is not able to supply the items.

The successful bidders' contracts shall be executed for a period of three (3) years, and may be renewed at the sole discretion of the City, through its City Manager, for two (2) additional one (1) year terms. The contracts will offer flexible resources to ensure that the IT Departments fulfill the telecommunication wiring needs in a timely manner at the bid prices.

The City Manager has considered staff's recommendation and the bids received, pursuant to ITB 2015-203--AK, and recommends that the Mayor, and City Commission of the City of Miami Beach, Florida, approve the award of a contract to Structured Cabling Solutions, Inc., as the primary lowest responsive vendor, and ASE Telecom and Data as secondary lowest responsive vendor, and further authorize the Mayor and City Clerk to execute the contract(s).

RECOMMENDATION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida, approve the City Manager's recommendation pertaining to the bids received, pursuant to ITB 2015-203-AK for Telecommunication Wiring Services.

Advisory Board Recommendation:

N/A

Source of Funds:		**Amount**	**Account**

Financial Information: Expenditures incurred under this contract are usually project specific and always contingent upon funding availability.

City Clerk's Office Legislative Tracking:

Alex Denis, Director Ext # 6641

Sign-Offs:

Department Director	**Assistant City Manager**	**City Manager**
AD AS	MT	JLM

MIAMIBEACH

AGENDA ITEM C2B

DATE 12-9-15

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: December 9, 2015

SUBJECT: **REQUEST FOR APPROVAL TO AWARD CONTRACTS TO STRUCTURED CABLING SOLUTIONS, INC., AS THE PRIMARY VENDOR, AND ASETELECOM & DATA, INC., AS SECONDARY VENDOR PURSUANT TO INVITATION TO BID (ITB) NO. 2015-203-AK FOR TELECOMMUNICATIONS WIRING SERVICES.**

FUNDING

Expenditures incurred under this contract are usually project specific and always contingent upon funding availability.

BACKGROUND

The purpose of Invitation to Bid No. 2015-203-AK (the "Bid") is to award contracts for the purchase and installation of cabling and related items to support the City's information technology infrastructure for data, cable television, video, and voice networks.

BID PROCESS

The ITB was issued on September 23, 2015. 231 bid notices were issued through the PublicPurchase system, and other 24 through the Procurement Department. 29 vendors downloaded the bid documents from PublicPurchase. On November 10, 2015 bids were opened. Two (2) bids were received from: ASE Telecom and Data, Inc., and Structured Cabling Solutions, Inc. Both bids were deemed to be responsive to the requirements of the ITB. The bid tabulation is attached. Structured Cabling Solutions, Inc., currently provides services to Miami-Dade County Public Schools, Miami-Dade County, Miami-Dade College, Orange County and Orange County Public Schools, ASE Telecom and Data Inc., currently provides services to Florida Power & Light Florida, Carnival Cruises Lines and Jackson Memorial Hospital, as well as the City of Miami Beach.

After considering the bids received, the Administration is recommending award to a primary and secondary bidder as follows: Structured Cabling Solutions, Inc., as the primary lowest responsive bidder, and ASE Telecom & Data, Inc., as secondary lowest responsive bidder. Having a secondary source of supply will allow the Information Technology Department to be able to meet the demands for the installation of the required items in the event that the primary vendor is not able to supply the items.

The successful bidders' contracts shall be executed for a period of three (3) years, and may be renewed at the sole discretion of the City, through its City Manager, for two (2) additional one (1) year terms. The contracts will offer flexible resources to ensure that the IT Departments fulfill the telecommunication wiring needs in a timely manner at the bid prices.

In its due diligence, the Procurement Department verified the following:

1. **Minimum Requirements:** Bidder must be currently certified as an Electrical Specialty Contractor for low voltage system installation through the Florida State Electrical Contractors Licensing Board.

Structured Cabling Solution, Inc., and ASE Telecom and Data, Inc., met minimum eligibility requirements set for this solicitation.

The City Manager has considered staff's recommendation and the bids received, pursuant to ITB 2015-203--AK, and recommends that the Mayor, and City Commission of the City of Miami Beach, Florida, approve the award of a contract to Structured Cabling Solutions, Inc., as the primary lowest responsive vendor, and ASE Telecom and Data as secondary lowest responsive vendor, and further authorize the Mayor and City Clerk to execute the contract(s).

RECOMMENDATION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida, approve the City Manager's recommendation pertaining to the bids received, pursuant to ITB 2015-203-AK for Telecommunication Wiring Services.

AD/AS/MT/JM
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Tabulation
ITB 2015-203-AK

				STRUCTURED CABLING SOLUTION INC MIAMI GARDENS		ASE SOLUTION INC	
Item No:	Description:	UOM:	(A) Est. Annual Qty:	(B) Unit Price	(C) Extended amount: (A x B=C)	(B) Unit Price	(C) Extended amount: (A x B=C)
1	Telecommunications Wiring Parts and Services: Laborer/Helper, Regular hourly rate. (Monday thru Friday, 8:00 am - 5:00 pm) ·	hour	16,000h	$18.00	$288,000.00	$34.00	$544,000.00
2	Telecommunications Wiring Parts and Services: Laborer/Helper, After-hours hourly rate. (Monday thru Friday, 5:00 pm - 8:00 am, Weekends and Holidays) ·	hour	16,000h	$27.00	$432,000.00	$50.00	$800,000.00
3	Telecommunications Wiring Parts and Services: Technician, Regular hourly rate. (Monday thru Friday, 8:00 am - 5:00 pm) ·	hour	16,000h	$22.00	$352,000.00	$38.00	$608,000.00
4	Telecommunications Wiring Parts and Services: Technician, After-hours hourly rate. (Monday thru Friday, 5:00 pm - 8:00 am, Weekends and Holidays) ·	hour	16,000h	$33.00	$528,000.00	$55.00	$880,000.00
5	Telecommunications Wiring Parts and Services: Supervisor, Regular hourly rate. (Monday thru Friday, 8:00 am - 5:00 pm) ·	hour	16,000	$25.00	$400,000.00	$60.00	$960,000.00
6	Telecommunications Wiring Parts and Services: Supervisor, After-hours hourly rate. (Monday thru Friday, 5:00 pm - 8:00 am, Weekends and Holidays) ·	hour	16,000	$37.50	$600,000.00	$60.00	$960,000.00

Item No:	Description:	UOM:	(A) Est. Annual Qty:	(B) Unit Price	(C) Estimated amount: (AXB)=C	(B) Unit Price	(C) Estimated amount: (AXB)=C
7	Telecommunications Wiring Parts and Services: 100ft Category 6 Quad Cable Plenum	Each (100ft setting)	100	$25.78	$2,578.00	$25.00	$2,500.00
8	Telecommunications Wiring Parts and Services: 100ft Category 5e Quad Cable Plenum	Each (100ft setting)	100	$16.24	$1,624.00	$19.00	$1,900.00
9	Telecommunications Wiring Parts and Services: 100ft 8 standard 62.5/125 um Optical Fiber Cable, Riser	Each (100ft setting)	100	$164.29	$16,429.00	$160.00	$16,000.00
10	Telecommunications Wiring Parts and Services: 100ft 100Pair Gel Filled Cable 24 AWG	Each (100ft setting)	100	$305.36	$30,536.00	$320.00	$32,000.00
11	Telecommunications Wiring Parts and Services: 100ft 12 –Pair Gel Filled Cable 24 AWG	Each (100ft setting)	100	$54.93	$5,493.00	$50.00	$5,000.00
12	Telecommunications Wiring Parts and Services: 100ft 200 –Pair Gel Filled Cable 24 AWG	Each (100ft setting)	100	$598.23	$59,823.00	$600.00	$60,000.00
13	Telecommunications Wiring Parts and Services: 100ft 300 –Pair Gel Filled Cable 24 AWG	Each (100ft setting)	100	$887.87	$88,787.00	$850.00	$85,000.00
14	Telecommunications Wiring Parts and Services: 100ft 4 –Pair STP 24 AWG Gel Filled Cat5	Each (100ft setting)	100	$43.44	$4,344.00	$45.00	$4,500.00
15	Telecommunications Wiring Parts and Services: 100ft 6–Pair Gel Filled Cable	Each (100ft setting)	100	$52.09	$5,209.00	$50.00	$5,000.00
16	Telecommunications Wiring Parts and Services: 100ft 6 –Standard Fiber Optic Cable I/O	Each (100ft setting)	100	$305.37	$30,537.00	$120.00	$12,000.00

Item No:	Description:	UOM:	(A) Est. Annual Qty:	(B) Unit Price	(C) Estimated amount: (AXB)=C	(B) Unit Price	(C) Estimated amount: (AXB)=C
17	Telecommunications Wiring Parts and Services: 100ft 12 –Standard Fiber Optic I/O	Each (100ft setting)	100	$230.66	$23,066.00	$225.00	$22,500.00
18	Telecommunications Wiring Parts and Services: 100ft RG6 Coaxial Cable, Plenum	Each (100ft setting)	100	$32.00	$3,200.00	$325.00	$32,500.00
19	Telecommunications Wiring Parts and Services: 3ft Patch Cord Cat 5E	Each (3ft setting)	100	$0.86	$86.00	$0.95	$95.00
20	Telecommunications Wiring Parts and Services: 4ft Patch Cord Cat 5E	Each (4ft setting)	100	$1.01	$101.00	$0.95	$95.00
21	Telecommunications Wiring Parts and Services: 6ft Patch Cord Cat 5E	Each (6ft setting)	100	$1.24	$124.00	$1.30	$130.00
22	Telecommunications Wiring Parts and Services: 8ft Patch Cord Cat 5E	Each (8ft setting)	100	$1.48	$148.00	$1.50	$150.00
23	Telecommunications Wiring Parts and Services: 10ft Patch Cord Cat 5E	Each (10ft setting)	100	$1.74	$174.00	$1.75	$175.00
24	Telecommunications Wiring Parts and Services: 12ft Patch Cord Cat 5E	Each (12ft setting)	100	$1.96	$196.00	$2.00	$200.00
25	Telecommunications Wiring Parts and Services: 16ft Patch Cord Cat 5E	Each (16ft setting)	100	$2.26	$226.00	$2.25	$225.00
26	Telecommunications Wiring Parts and Services:	Each	100	$2.87	$287.00	$3.00	$300.00

	20ft Patch Cord Cat 5E	(20ft setting)					
27	Telecommunications Wiring Parts and Services: 3ft Patch Cord Cat 6	Each (3ft setting)	100	$1.17	$85.47	$1.20	$120.00
28	Telecommunications Wiring Parts and Services: 6ft Patch Cord Cat 6	Each (6ft setting)	100	$1.78	$178.00	$1.80	$180.00
29	Telecommunications Wiring Parts and Services: 8ft Patch Cord Cat 6	Each (8ft setting)	100	$2.17	$217.00	$2.20	$220.00
30	Telecommunications Wiring Parts and Services: 10ft Patch Cord Cat 6	Each (10ft setting)	100	$2.47	$247.00	$2.50	$250.00
31	Telecommunications Wiring Parts and Services: 12ft Patch Cord Cat 6	Each (12ft setting)	100	$2.71	$271.00	$2.75	$275.00
32	Telecommunications Wiring Parts and Services: 16ft Patch Cord Cat 6	Each (16ft setting)	100	$3.34	$334.00	$3.40	$340.00
33	Telecommunications Wiring Parts and Services: 20ft Patch Cord Cat 6	Each (20ft setting)	100	$4.25	$425.00	$4.30	$430.00
34	Telecommunications Wiring Parts and Services: 1 meter SC to SC Patch Cord	Each (1meter setting)	100	$6.09	$609.00	$7.00	$700.00
35	Telecommunications Wiring Parts and Services: 1 meter ST to ST Patch Cord	Each (1meter setting)	100	$6.09	$609.00	$7.00	$700.00
36	Telecommunications Wiring Parts and Services:	Each	100	$6.09	$609.00	$8.00	$800.00

	1 meter ST to SC Patch Cord	(1meter setting)					
37	Telecommunications Wiring Parts and Services: 1 meter LC to LC Patch Cord	Each (1meter setting)	100	$7.63	$763.00	$8.00	$800.00
38	Telecommunications Wiring Parts and Services: 1 meter LC to SC Patch Cord	Each (1meter setting)	100	$6.65	$665.00	$8.00	$800.00
39	Telecommunications Wiring Parts and Services: 10 meters SC to SC Patch Cord	Each (10meter setting)	100	$14.79	$1,479.00	$17.00	$1,700.00
40	Telecommunications Wiring Parts and Services: 10 meters ST to ST Patch Cord	Each (10meter setting)	100	$14.79	$1,479.00	$17.00	$1,700.00
41	Telecommunications Wiring Parts and Services: 10 meters ST to SC Patch Cord	Each (10meter setting)	100	$15.43	$1,543.00	$17.00	$1,700.00
42	Telecommunications Wiring Parts and Services: 10 meters LC to LC Patch Cord	Each (10meter setting)	100	$15.43	$1,543.00	$17.00	$1,700.00
43	Telecommunications Wiring Parts and Services: 10 meters LC to SC Patch Cord	Each (10meter setting)	100	$33.24	$3,324.00	$17.00	$1,700.00
44	Telecommunications Wiring Parts and Services: 30 meters duplex SC/LC Fiber Optic Patch Cord	Each (30meter setting)	100	$33.24	$3,324.00	$35.00	$3,500.00
45	Telecommunications Wiring Parts and Services: 3ft Patch Cord RG6	Each (3ft setting)	100	$0.96	$96.00	$1.50	$150.00
46	Telecommunications Wiring Parts and Services:	Each	100	$1.35	$135.00	$1.95	$195.00

	6ft Patch Cord RG6	(6ft setting)					
47	Telecommunications Wiring Parts and Services: 8ft Patch Cord RG6	Each (8ft setting)	100	$2.04	$204.00	$9.00	$900.00
48	Telecommunications Wiring Parts and Services: 10ft Patch Cord RG6	Each (10ft setting)	100	$2.04	$204.00	$10.00	$1,000.00
49	Telecommunications Wiring Parts and Services: 12ft Patch Cord RG6	Each (12ft setting)	100	$2.04	$204.00	$5.00	$500.00
50	Telecommunications Wiring Parts and Services: RG6 F-Connectors	each	100	$1.39	$139.00	$0.70	$70.00
51	Telecommunications Wiring Parts and Services: 50mic. MTRJ Connectors	each	100	$6.12	$612.00	$10.00	$1,000.00
52	Telecommunications Wiring Parts and Services: Modular Jack Cat 5e	each	100	$2.40	$240.00	$4.75	$475.00
53	Telecommunications Wiring Parts and Services: Modular Jack Cat 6	each	100	$3.95	$395.00	$5.75	$575.00
54	Telecommunications Wiring Parts and Services: Modular ace Plate Front Loading	each	100	$1.45	$145.00	$2.25	$225.00
55	Telecommunications Wiring Parts and Services: Furniture Plate	each	100	$3.19	$319.00	$4.00	$400.00
56	Telecommunications Wiring Parts and Services: Wall Phone Plate	each	100	$8.84	$884.00	$15.00	$1,500.00
57	Telecommunications Wiring Parts and Services: Surface Mount Box	each	100	$1.37	$137.00	$4.00	$400.00

58	Telecommunications Wiring Parts and Services: 7ft X 19inch Relay Rack	each	100	$161.89	$16,189.00	$150.00	$15,000.00
59	Telecommunications Wiring Parts and Services: Vertical Cable Management	each	100	$341.10	$34,110.00	$195.00	$19,500.00
60	Telecommunications Wiring Parts and Services: Horizontal Cable Management	each	100	$49.21	$4,921.00	$45.00	$4,500.00
61	Telecommunications Wiring Parts and Services: 3.5 Horizontal Wire Management	each	100	$50.32	$5,032.00	$65.00	$6,500.00
62	Telecommunications Wiring Parts and Services: Reusable One-Wrap Cable Ties	each	100	$0.10	$10.00	$10.00	$1,000.00
63	Telecommunications Wiring Parts and Services: 12inch Ladder Rack (length 10ft)	each	100	$81.26	$8,126.00	$85.00	$8,500.00
64	Telecommunications Wiring Parts and Services: 18inch Ladder Rack (length 10ft)	each	100	$102.11	$10,211.00	$95.00	$9,500.00
65	Telecommunications Wiring Parts and Services: 24inch Ladder Rack (length 10ft)	each	100	$120.87	$12,087.00	$135.00	$13,500.00
66	Telecommunications Wiring Parts and Services: 23inch Single Sided Vented Shelf (Black)	each	100	$151.34	$15,134.00	$135.00	$13,500.00
67	Telecommunications Wiring Parts and Services: 24inch Open Swingate Rack	each	100	$248.38	$24,838.00	$250.00	$25,000.00
68	Telecommunications Wiring Parts and Services: 48inch Swing Gate	each	100	$332.34	$33,234.00	$275.00	$27,500.00
69	Telecommunications Wiring Parts and Services: Wall mount Cabinet 24x24x24 with Plexiglas Door	each	100	$591.90	$59,190.00	$520.00	$52,000.00
70	Telecommunications Wiring Parts and Services:	each	100	$659.72	$65,972.00	$650.00	$65,000.00

	Wall Mount Cabinet 36x24x24 with Plexiglas Door						
71	Telecommunications Wiring Parts and Services: Wall Mount Cabinet 48x24x24 with Plexiglas Door	each	100	$789.31	$78,931.00	$800.00	$80,000.00
72	Telecommunications Wiring Parts and Services: 19inch Equipment Shelve	each	100	$45.50	$4,550.00	$60.00	$6,000.00
73	Telecommunications Wiring Parts and Services: Fiber Optic 12-36 ST LIU (Rack Mounted)	each	100	$291.17	$29,117.00	$19.00	$19,000.00
74	Telecommunications Wiring Parts and Services: Fiber Optic 12-72 Standard LIU Panel	each	100	$328.69	$32,869.00	$250.00	$25,000.00
75	Telecommunications Wiring Parts and Services: Fiber Blank Panel	each	100	$4.30	$430.00	$1.00	$100.00
76	Telecommunications Wiring Parts and Services: Fiber optic 6-18 Port Panels	each	100	$75.26	$7,526.00	$75.00	$7,500.00
77	Telecommunications Wiring Parts and Services: Fiber optic SC 6 Pack Panel Duplex	each	100	$75.26	$7,526.00	$55.00	$5,500.00
78	Telecommunications Wiring Parts and Services: Fiber optic LC 6 Pack Panel Duplex Conn Panel	each	100	$75.26	$7,526.00	$55.00	$5,500.00
79	Telecommunications Wiring Parts and Services: 12 Port Consolidation Point Block Category 5E	each	100	$37.87	$3,787.00	$75.00	$7,500.00
80	Telecommunications Wiring Parts and Services: 12 Port Consolidation Point Block Category 6	each	100	$51.89	$5,189.00	$80.00	$8,000.00
81	Telecommunications Wiring Parts and Services: 24 Port Patch Panel Category 5e 568 A/B	each	100	$74.75	$7,475.00	$145.00	$14,500.00
82	Telecommunications Wiring Parts and Services:	each	100	$74.75	$7,475.00	$145.00	$14,500.00

	24 Port Patch Panel Category 5e 568 A/B						
83	Telecommunications Wiring Parts and Services: 24 Port Patch Panel Category 6 568 A/B	each	100	$102.44	$10,244.00	$152.50	$15,250.00
84	Telecommunications Wiring Parts and Services: 48 Port Patch Panel Category 5e 568 A/B	each	100	$147.60	$14,760.00	$250.00	$25,000.00
85	Telecommunications Wiring Parts and Services: 110 Connecting Block 4-pair	each	100	$0.83	$83.00	$1.00	$100.00
86	Telecommunications Wiring Parts and Services: Cat 5e 50-pair 110 wiring block with legs	each	100	$33.78	$3,378.00	$10.00	$1,000.00
87	Telecommunications Wiring Parts and Services: Cat 5e 100-pair 110 wiring block with legs	each	100	$33.78	$3,378.00	$25.00	$2,500.00
88	Telecommunications Wiring Parts and Services: Cat 5e 300-pair 110 wiring block with legs	each	100	$96.74	$9,674.00	$45.00	$4,500.00
89	Telecommunications Wiring Parts and Services: Modular 66 Cross Connect Block	each	100	$11.07	$1,107.00	$9.50	$950.00
90	Telecommunications Wiring Parts and Services: 10ft Non-Metallic Surface Raceway	Each (10ft setting)	100	$23.40	$2,340.00	$3.00	$300.00
91	Telecommunications Wiring Parts and Services: 10ft Flexible PVC Floor Trak	Each (10ft setting)	100	$42.58	$4,258.00	$2.00	$200.00
92	Telecommunications Wiring Parts and Services: Flush, Fire-Rated Poke-Through	each	100	$577.86	$57,786.00	$305.00	$30,500.00
93	Telecommunications Wiring Parts and Services: Pedestal, High-Capacity Fire-Rated Poke-Through	each	100	$65.83	$6,483.00	$185.00	$18,500.00

94	Telecommunications Wiring Parts and Services: 10ft EMT 3/8 inch Flexible Metalic Conduit	Each (10ft setting)	100	$4.43	$443.00	$2.50	$250.00
95	Telecommunications Wiring Parts and Services: 10ft EMT 1/2inch Conduit	Each (10ft setting)	100	$2.44	$244.00	$2.75	$275.00
96	Telecommunications Wiring Parts and Services: 10ft EMT 3/4inch Conduit	Each (10ft setting)	100	$37.28	$3,728.00	$4.50	$450.00
97	Telecommunications Wiring Parts and Services: 10ft EMT 1inch Conduit	Each (10ft setting)	100	$7.22	$722.00	$8.00	$800.00
98	Telecommunications Wiring Parts and Services: 10ft EMT 1 1/2inch Conduit	Each (10ft setting)	100	$14.67	$1,467.00	$14.75	$1,475.00
99	Telecommunications Wiring Parts and Services: 10ft EMT 2inch Conduit	Each (10ft setting)	100	$18.40	$1,840.00	$18.50	$1,850.00
100	Telecommunications Wiring Parts and Services: 10ft EMT 3inch Conduit	Each (10ft setting)	100	$35.03	$3,503.00	$35.00	$3,500.00
101	Telecommunications Wiring Parts and Services: 10ft EMT 4inch Conduit	Each (10ft setting)	100	$47.23	$4,723.00	$48.00	$4,800.00
102	Telecommunications Wiring Parts and Services: 10ft 1/2inch Liquid Tight Conduit	Each (10ft setting)	100	$1.65	$165.00	$3.00	$300.00
103	Telecommunications Wiring Parts and Services: 10ft PVC 1/2inch Conduit	Each (10ft setting)	100	$4.78	$478.00	$1.85	$185.00

104	Telecommunications Wiring Parts and Services: 10ft PVC 3/4inch Conduit	Each (10ft setting)	100	$2.13	$213.00	$2.25	$225.00
105	Telecommunications Wiring Parts and Services: 10ft PVC 1inch Conduit	Each (10ft setting)	100	$3.17	$317.00	$3.50	$350.00
106	Telecommunications Wiring Parts and Services: 10ft PVC 1 1/2inch Conduit	Each (10ft setting)	100	$5.31	$531.00	$5.50	$550.00
107	Telecommunications Wiring Parts and Services: 10ft PVC 2inch Conduit	Each (10ft setting)	100	$7.03	$703.00	$7.20	$720.00
108	Telecommunications Wiring Parts and Services: 10ft PVC 3inch Conduit	Each (10ft setting)	100	$14.42	$1,442.00	$13.75	$1,375.00
109	Telecommunications Wiring Parts and Services: 10ft PVC 4inch Conduit	Each (10ft setting)	100	$19.89	$1,989.00	$18.75	$1,875.00
110	Telecommunications Wiring Parts and Services: Fiber Optic PVC Innerduct 1inch	Each (10ft setting)	100	$5.57	$557.00	$5.95	$595.00
111	Telecommunications Wiring Parts and Services: Fiber Optic PVC Innerduct 1 1/2inch	Each (10ft setting)	100	$9.14	$914.00	$7.95	$795.00
112	Telecommunications Wiring Parts and Services: Fiber Optic Plenum Innerduct 1inch	Each (10ft setting)	100	$21.81	$2,181.00	$19.25	$1,925.00
113	Telecommunications Wiring Parts and Services: Fiber Optic Plenum Innerduct 11/2inch	Each (10ft setting)	100	$39.70	$3,970.00	$26.25	$2,625.00
114	Telecommunications Wiring Parts and Services:	each	100	$41.27	$4,127.00	$45.00	$4,500.00

	NEMA 12x12x6 Box. Typically 3R						
115	Telecommunications Wiring Parts and Services: NEMA 24x24x8 Box. Typically 3R	each	100	$139.40	$13,940.00	$145.00	$14,500.00
116	Telecommunications Wiring Parts and Services: Standard Box 1.78inch Deep 1 Gang Device Box. 1900 electrical box	each	100	$0.89	$89.00	$5.00	$500.00
117	Telecommunications Wiring Parts and Services: Core drill, 1-4inch	each	100	$18.00	$1,800.00	$175.00	$17,500.00
118	Telecommunications Wiring Parts and Services: Directional underground core drilling including installation of conduit and all related hardware	each	100	$19.00	$1,900.00	$100.00	$10,000.00
119	Telecommunications Wiring Parts and Services: Back Board, Flush Mounted, 4feet x 8feet, Fire Retardant	each	100	$124.42	$12,442.00	$125.00	$12,500.00
120	Telecommunications Wiring Parts and Services: Back Board, Flush Mounted, 4feet x 4feet, Fire Retardant	each	100	$74.65	$7,465.00	$100.00	$10,000.00
121	Telecommunications Wiring Parts and Services: Back Board, Flush Mounted, 2feet x 8feet, Fire Retardant	each	100	$74.65	$7,465.00	$100.00	$10,000.00
122	Wireless Radio & Antenna Parts and Services: Configuration of Wireless Radio & Testing	hour	16000h	$67.19	$1,056,000.00	$40.00	$640,000.00
123	Wireless Radio & Antenna Parts and Services: 4.9-5.875 GHz, Dual Polarity Slanted (±45º)or V/H, 23 dBi Panel Antenna	each	100	$221.72	$22,172.00	$520.00	$52,000.00
124	Wireless Radio & Antenna Parts and Services:	each	100	$582.30	$58,230.00	$900.00	$90,000.00

	4.9-6.1 GHz, Dual Polarity Slanted (±45º), 17 dBi Sector Antenna – 60 degrees						
125	Wireless Radio & Antenna Parts and Services: 5.1 - 6.1 GHz, Triple Polarization MIMO, Slanted (±45º),and Vertical, 17 dBi Panel Antenna	each	100	$182.40	$18,240.00	$325.00	$32,500.00
126	Wireless Radio & Antenna Parts and Services: 4.9 - 6.1 GHz, Triple Polarization MIMO, Slanted (±45º),and Vertical, 16 dBi Sector Antenna-90degree	each	100	$807.38	$80,738.00	$1,550.00	$155,000.00
127	Wireless Radio & Antenna Parts and Services: 4.9 - 6GHz, Dual Polarity, Vertical/Horizontal, 16.5 dBi Sector Antenna-60degrees. Mounting kit included	each	100	$590.14	$59,014.00	$905.00	$90,500.00
128	Wireless Radio & Antenna Parts and Services: 4.9 – 5.95GHz, Dual Polarity, Vertical and Horizontal, 14 dBi Sector Antenna - 90degrees. Mounting kit included	each	100	$753.63	$75,363.00	$905.00	$90,500.00
129	Wireless Radio & Antenna Parts and Services: 4.9 – 6.1GHz, Dual Polarity, Vertical and Horizontal, 14 dBi Sector Antenna - 90degrees. Mounting kit included	each	100	$753.63	$75,363.00	$1,290.00	$129,000.00
130	Wireless Radio & Antenna Parts and Services: 5.9 – 6.425GHz, Dual Polarity, Vertical and Horizontal, 16 dBi Sector Antenna - 90degrees	each	100	$582.30	$58,230.00	$905.00	$90,500.00
131	Wireless Radio & Antenna Parts and Services: 5.9 – 6.425GHz, Dual Polarity, Vertical and Horizontal, 17 dBi Sector Antenna - 60degrees	each	100	$753.63	$75,363.00	$905.00	$90,500.00
132	Wireless Radio & Antenna Parts and Services:	each	100	$431.13	$43,113.00	$520.00	$52,000.00

	5.9 – 6.425GHz, Dual Polarity, Vertical and Horizontal, 24 dBi Panel Antenna						
133	Wireless Radio & Antenna Parts and Services: 2.3 – 2.7GHz, Dual Polarity, Vertical and Horizontal, 20 dBi Panel Antenna	each	100	$431.13	$43,113.00	$520.00	$52,000.00
134	Wireless Radio & Antenna Parts and Services: Super Gland AVC connector, cable feed thru (for new enclosure(NTE)- Pack of 20	each	100	$213.89	$21,389.00	$240.00	$24,000.00
135	Wireless Radio & Antenna Parts and Services: Cable Feed-Through Sealing Cap kits, Pack of 20 (for 8150-CPE and MP/QB.11)	each	100	$208.29	$20,829.00	$240.00	$24,000.00
136	Wireless Radio & Antenna Parts and Services: 25m outdoor, RJ45 terminated, UV Rated, STP Shielded CAT5e cable.	each	100	$66.07	$6,607.00	$80.00	$8,000.00
137	Wireless Radio & Antenna Parts and Services: 50m outdoor, RJ45 terminated, UV Rated, STP Shielded CAT5e cable.	each	100	$91.83	$9,183.00	$110.00	$11,000.00
138	Wireless Radio & Antenna Parts and Services: 75m outdoor, RJ45 terminated, UV Rated, STP Shielded CAT5e cable.	each	100	$150.06	$15,006.00	$185.00	$18,500.00
139	Wireless Radio & Antenna Parts and Services: Surge, Gigabits Surge Protector with shielded Rj45	each	100	$39.20	$3,920.00	$85.00	$8,500.00
140	Wireless Radio & Antenna Parts and Services: 2-6GHz High Performance RF Lightning Arrestor, N-Female to N-Male Protected	each	100	$62.71	$6,271.00	$170.00	$17,000.00
141	Wireless Radio & Antenna Parts and Services: Gigabit, 32W, PoE injector with RJ45 and reload	each	100	$71.67	$7,167.00	$85.00	$8,500.00

	button						
142	Wireless Radio & Antenna Parts and Services: Outdoor Universal Mounting Kit	each	100	$62.71	$6,271.00	$75.00	$7,500.00
143	Wireless Radio & Antenna Parts and Services: PoE Gigabit 48V DC Injector with terminal Jack – 25 pack	each	100	$1,276.58	$127,658.00	$1,565.00	$156,500.00
144	Wireless Radio & Antenna Parts and Services: 6ft Super-Low Loss Coaxial Antenna Cable, 0.600", Standard N-Male to Right Angle N-Male	each	100	$22.40	$2,240.00	$130.00	$13,000.00
145	Wireless Radio & Antenna Parts and Services: 15dBi Window Antenna- St N-Female -5.25-5.875 GHz	each	100	$179.17	$17,917.00	$0.00	$0.00
146	Wireless Radio & Antenna Parts and Services: 18dBi Window Antenna- St N-Female -5.25-5.875 GHz	each	100	$201.57	$20,157.00	$0.00	$0.00
147	Wireless Radio & Antenna Parts and Services: 23dBi Window Antenna- St N-Female -5.25-5.875 GHz	each	100	$357.22	$35,722.00	$0.00	$0.00
148	Wireless Radio & Antenna Parts and Services: 8dBi Omni Directional Antenna- St N-Female -5.47-5.875 GHz	each	100	$639.41	$63,941.00	$0.00	$0.00
149	Wireless Radio & Antenna Parts and Services: 5054-OA-10 10dBi Omni Directional Antenna- St N-Female -5.47-5.875 GHz	each	100	$191.49	$19,149.00	$0.00	$0.00
150	Wireless Radio & Antenna Parts and Services: 14dBi Sector Antenna- St N-Female –4.9 - 5.875 GHz 120 degrees	each	100	$265.40	$26,540.00	$0.00	$0.00
151	Wireless Radio & Antenna Parts and Services:	each	100	$282.19	$28,219.00	$0.00	$0.00

	16dBi Sector Antenna- St N-Female –4.9 – 6.1 GHz 90 degrees						
152	Wireless Radio & Antenna Parts and Services: 17dBi Sector Antenna- St N-Female –4.9 – 5.875 GHz 60 degrees	each	100	$287.79	$28,779.00	$0.00	$0.00
153	Wireless Radio & Antenna Parts and Services: Mast	each	100	$61.59	$6,159.00	$75.00	$7,500.00
154	Wireless Radio & Antenna Parts and Services: Brackets	each	100	$41.44	$4,144.00	$25.00	$2,500.00
155	Wireless Radio & Antenna Parts and Services: Straps	each	100	$24.64	$2,464.00	$20.00	$2,000.00
156	Wireless Radio & Antenna Parts and Services: Point-To-Multipoint (MP) Tsunami MP 8150 Subscriber Unit, 300 Mbps, MIMO 2x2,23 dBi Integrated antenna- US PoE **ITEM DELETED**	each	100	$1,134.36	$113,436.00	$0.00	$0.00
157	Wireless Radio & Antenna Parts and Services: Point-To-Multipoint (MP) Tsunami MP 8100 Base Station Unit, 300 Mbps, MIMO 3x3, Type-N Connectors -US PoE	each	100	$3,386.28	$338,628.00	$4,075.00	$407,500.00
158	Wireless Radio & Antenna Parts and Services: Point-To-Multipoint (MP) Tsunami ID 8200 Base Station Unit, 300 Mbps, MIMO 2x2, 4.9 &5.8GHZ, Type-N Connectors -US PoE	each	100	$3,326.28	$332,628.00	$0.00	$0.00
159	Wireless Radio & Antenna Parts and Services: Point-To-Multipoint (MP) Tsunami ID 8250 Subscriber Unit, 300 Mbps, MIMO 2x2, 4.9 &5.8 GHZ,23dBi, panel antenna -US PoE	each	100	$1,134.36	$113,436.00	$0.00	$0.00
160	Wireless Radio & Antenna Parts and Services:	each	100	$2,540.83	$254,083.00	$3,085.00	$308,500.00

	Point-To-Multipoint (PP) Tsunami QB 8100 Link, 300 Mbps, MIMO 3x3, Type-N Connectors (Two QB-8100-EPA-US)						
161	Wireless Radio & Antenna Parts and Services: Point-To-Multipoint (PP) Tsunami Quickbridge 11Model 5054-R-LR Bundle	each	100	$3,214.95	$321,495.00	$0.00	$0.00
162	Wireless Radio & Antenna Parts and Services: Point-To-Multipoint (PP) Tsunami Quickbridge 11Model 5054-R	each	100	$1,126.52	$112,652.00	$0.00	$0.00
163	Wireless Radio & Antenna Parts and Services: Wireless LAN (AP) – ORiNOCO AP-8000 (802.11a/b/g/n Access Point-Dual Radio)	each	100	$254.20	$25,420.00	$370.00	$37,000.00
164	Wireless Radio & Antenna Parts and Services: Mesh Networks (MX)-ORiNOCO AP-4000MR-LR Tri-mode, High Power Outdoor Mesh Access Point US	each	100	$1,015.66	$101,566.00	$0.00	$0.00
Total					$7,426,705.47		$8,340,595.00

165	Percentage markup for materials/supplies not included in the ITB	18%	15%
	Percentage discount off price list for materials/supplies not included in the ITB.	10%	5%

Condensed Title:

REQUEST FOR APPROVAL TO AWARD A CONTRACT PURSUANT TO INVITATION TO BID (ITB) NO. 2015-097-WG FOR SWIMMING POOL EQUIPMENT REPLACEMENT, MAINTENANCE AND REPAIR.

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 is seeking to replace existing swimming pool equipment, provide on-going maintenance and repair services for the Flamingo Pool, Normandy Isle Pool and other City facilities that might need similar services. The scope of work under this ITB consists of providing all tools, equipment, material and labor necessary to replace existing swimming pool equipment and replace it with the equipment specified in the ITB. The contractor shall make all necessary modifications to the existing pool equipment plumbing to accommodate the proper installation of the new equipment needed. Contractor shall be responsible for any other incidental equipment or materials necessary for the installation of a complete working system.

ITB No. 2015-097-WG, was issued on August 20, 2015, with a bid opening date of October 7, 2015. Two (2) addenda were issued. The Procurement Department issued bid notices to 103 companies utilizing www.publipurchase.com website. 32 prospective bidders accessed the advertised solicitation. The notices resulted in the receipt of one (1) response from Commercial Energy Specialists. See tabulation sheet (Appendix A).

The City Manager has considered the bid received, pursuant to ITB 2015-097-WG, and recommends that the Mayor and City Commission of the City of Miami Beach, Florida, approve the award of a contract to Commercial Energy Specialists, the responsive, responsible bidder to the ITB; and further authorize the Mayor and City Clerk to execute the contract.

RECOMMENDATION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida approve the City Manager's recommendation pertaining to the bid received, pursuant to ITB 2015-097-WG, for Swimming Pool Equipment Replacement, Maintenance and Repairs.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1	$ 85,511.06	125-6332-000674 Property Management/Parks and Recreation: Flamingo
	2	$ 79,576.00	125-6406-000674 Property Management/Parks and Recreation: Normandy
	Total	$165,087.06	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Alex Denis, John Rebar

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD ____ JR ____	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: December 9, 2015

SUBJECT: **REQUEST FOR APPROVAL TO AWARD A CONTRACT PURSUANT TO INVITATION TO BID (ITB) NO. 2015-097-WG FOR SWIMMING POOL EQUIPMENT REPLACEMENT, MAINTENANCE AND REPAIR.**

KEY INTENDED OUTCOME

Build and Maintain Priority Infrastructure with Full Accountability.

FUNDING

The funding for this project is as follows:

Property Management/Parks and Recreation: Flamingo	125-6332-000674	$85,511.06
Property Management/Parks and Recreation: Normandy	125-6406-000674	$79,576.00
Total Bid Amount:	$ 165,087.06	

BACKGROUND INFORMATION

The City is seeking to replace existing swimming pool equipment, provide on-going maintenance and repair services for the Flamingo Pool, Normandy Isle Pool and other City facilities that might need similar services. The scope of work under this ITB consists of providing all tools, equipment, material and labor necessary to replace existing swimming pool equipment and replace it with the equipment specified in the ITB. The contractor shall make all necessary modifications to the existing pool equipment plumbing to accommodate the proper installation of the new equipment needed. Contractor shall be responsible for any other incidental equipment or materials necessary for the installation of a complete working system.

ITB PROCESS

ITB No. 2015-097-WG, was issued on August 20, 2015, with a bid opening date of October 7, 2015. Two (2) addenda were issued. The Procurement Department issued bid notices to 103 companies utilizing www.publipurchase.com website. 32 prospective bidders accessed the advertised solicitation. The notices resulted in the receipt of one (1) response from Commercial Energy Specialists. See tabulation sheet (Appendix A).

The ITB stated that the lowest responsive, responsible bidder meeting all terms, conditions, and specifications of the ITB will be recommended for award. In its due diligence, the Procurement Department verified that the bidder, Commercial Energy Specialists, has met the requirements of the ITB, including:

1. Bidder(s) (defined as the Firm) shall demonstrate they have been in business in the State of Florida for no less than three (3) years.

   Commercial Energy Specialist has been in business for 32 years.

2. **Licensing Requirements:** Bidder shall be licensed as a Class C Pool & Spa Servicing Contractor by the State of Florida.

   Commercial Energy Specialists is a Florida Certified Class C Pool & Spa Services Contractor. State license number is: CPC1456519 and expires on August 31, 2016.

3. All offers shall be accompanied by an offer bid bond in the form of a Certified Check, Cashier's Check or Bid/Proposal Bond in the amount of 5% of the total base contract price payable to the City of Miami Beach.

   Commercial Energy Specialists bid response was accompanied by a Certified Check in the amount of $9,843.00.

4. **Financial Stability and Strength:** The Bidder must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the goods and/or services required herein.

   Commercial Energy Specialists has a good record of performance and has the financial resources to ensure that they can satisfactorily provide the goods and/or services required in the ITB. Their latest Supplier Qualifier Report from Dun & Bradstreet indicates that they have a Supplier Evaluation Risk (SER) rating of 8 out of 9. The lower the score, the lower the risk.

Accordingly, Commercial Energy Specialists has been deemed a responsive and responsible bidder(s) meeting all terms, conditions, and specifications of the ITB.

CITY MANAGER'S REVIEW AND RECOMMENDATION

The City Manager has considered the bid received, pursuant to ITB 2015-097-WG, and recommends that the Mayor and City Commission of the City of Miami Beach, Florida, approve the award of a contract to Commercial Energy Specialists, the responsive, responsible bidder to the ITB; and further authorize the Mayor and City Clerk to execute the contract.

RECOMMENDATION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida approve the City Manager's recommendation pertaining to the bid received, pursuant to ITB 2015-097-WG, for Swimming Pool Equipment Replacement, Maintenance and Repairs.

JLM/MT/JR/AD/WG

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Condensed Title:

REQUEST FOR APPROVAL TO AWARD A CONTRACT PURSUANT TO INVITATION TO BID (ITB) NO. 2015-182-JR FOR CITY HALL HEATING, VENTILATION AND AIR CONDITIONING (HVAC) & VARIABLE FREQUENCY DRIVE (VFD) REPLACEMENT.

Key Intended Outcome Supported:

Build and Maintain Priority Infrastructure with Full Accountability.

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

Item Summary/Recommendation:

The Heating, Ventilation and Air Conditioning (HVAC) units at City Hall have reached the end of their useful life and require replacement in order to accurately control the temperature and humidity inside the building. Therefore through the ITB the City is seeking to replace 9 HVAC units, the install new Variable Frequency Drive's (VFD; Siemens BT300) and new smoke detectors at City of Miami Beach City Hall. The scope of work under this ITB consists of providing all tools, equipment, material and labor necessary to remove existing HVAC equipment and replace it with the equipment specified in the ITB. Work will be conducted in 9 units identified in the ITB including remove and dispose of the existing HVAC equipment. The contractor shall make all necessary modifications to the existing return and supply ducts and plenums to accommodate the proper installation of the new equipment and any duct sealing needed to comply with current energy regulations, supply and install all VFD's as indicated on the plans, supply and install all duct detectors as indicated on the plans, perform wall demolition and new wall construction due to the removal and installation of the new machine at the roof. Contractor shall be responsible for any other incidental equipment or materials necessary for the installation of a complete working system and for test and balance and must supply a copy of report with final payment request; all work will be done in accordance with current building, mechanical and energy codes and regulations.

ITB No. 2015-182-JR, was issued on May 27, 2015, with a bid opening date of July 23, 2015. Three (3) addenda were issued. The Procurement Department issued bid notices to 55 companies utilizing www.publicpurchase.com website. 43 prospective bidders accessed the advertised solicitation. The notices resulted in the receipt of three (3) responses from DAC Air Conditioning Corp, HB Hoffman, LLC, Premier Air Conditioning. Premier Air Conditioning the lowest bidder failed to comply with the minimum requirement for licensure, and was, therefore, deemed non-responsive. See tabulation sheet (Appendix A).

The City Manager has considered the bids received, pursuant to ITB 2015-182-JR, and recommends that the Mayor and City Commission of the City of Miami Beach, Florida, approve the award of a contract to HB Hoffman, LLC, the lowest responsive, responsible bidder to the ITB; and further authorize the Mayor and City Clerk to execute the contract.

RECOMMENDATION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida approve the City Manager's recommendation pertaining to the bids received, pursuant to ITB 2015-182-JR, for City Hall Heating, Ventilation and Air Conditioning (HVAC) & Variable Frequency Drive (VFD) Replacement.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1	$228,963	125-6309-000674
O.D.	2	$87,455	125-6317-000674
OBPI	Total	$316,418	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Alex Denis, Anthony Kaniewski

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD AK for AK	MT	JLM

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MIAMIBEACH

AGENDA ITEM C2D

DATE 12-9-15

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: December 9, 2015

SUBJECT: **REQUEST FOR APPROVAL TO AWARD A CONTRACT PURSUANT TO INVITATION TO BID (ITB) NO. 2015-182-JR FOR CITY HALL HEATING, VENTILATION AND AIR CONDITIONING (HVAC) & VARIABLE FREQUENCY DRIVE (VFD) REPLACEMENT.**

KEY INTENDED OUTCOME

Build and Maintain Priority Infrastructure with Full Accountability.

FUNDING

The funding for this project is as follows:

125-6309-000674	Amount $	228,963
125-6317-000674	$	87,455
Total Bid Amount:	$	316,418

BACKGROUND INFORMATION

The Heating, Ventilation and Air Conditioning (HVAC) units at City Hall have reached the end of their useful life and require replacement in order to accurately control the temperature and humidity inside the building. Therefore through the ITB the City is seeking to replace 9 HVAC units, the install new Variable Frequency Drive's (VFD; Siemens BT300) and new smoke detectors at City of Miami Beach City Hall. The scope of work under this ITB consists of providing all tools, equipment, material and labor necessary to remove existing HVAC equipment and replace it with the equipment specified in the ITB. Work will be conducted in 9 units identified in the ITB including remove and dispose of the existing HVAC equipment. The contractor shall make all necessary modifications to the existing return and supply ducts and plenums to accommodate the proper installation of the new equipment and any duct sealing needed to comply with current energy regulations, supply and install all VFD's as indicated on the plans, supply and install all duct detectors as indicated on the plans, perform wall demolition and new wall construction due to the removal and installation of the new machine at the roof. Contractor shall be responsible for any other incidental equipment or materials necessary for the installation of a complete working system and for test and balance and must supply a copy of report with final payment request; all work will be done in accordance with current building, mechanical and energy codes and regulations.

ITB PROCESS

ITB No. 2015-182-JR, was issued on May 27, 2015, with a bid opening date of July 23, 2015. Three (3) addenda were issued. The Procurement Department issued bid notices to 55 companies utilizing www.publicpurchase.com website. 43 prospective bidders accessed the advertised solicitation. The notices resulted in the receipt of three (3) responses from DAC Air Conditioning Corp, HB Hoffman, LLC, Premier Air Conditioning. Premier Air

Conditioning the lowest bidder failed to comply with the minimum requirement for licensure, and was, therefore, deemed non-responsive. See tabulation sheet (Appendix A).

The ITB stated that the lowest responsive, responsible bidder meeting all terms, conditions, and specifications of the ITB will be recommended for award. In its due diligence, the Procurement Department verified that the second lowest bidder, HB Hoffman, LLC has met the requirements of the ITB, including:

1. **Licensing Requirements:** Bidders shall be Florida Certified Mechanical Contractor (CM) or Register Mechanical Contractor (RM) in Miami-Dade County, and be in business for a minimum of five (5) years to be considered for award.

   HB Hoffman, LLC is a Florida Certified Mechanical Contractor. State license number is: CMC1250090 and expires on August 31, 2016. HB Hoffman, LLC has been in business since March 2, 2010.

2. **Previous Experience:** Bidders shall submit at least three (3) individual references exemplifying their experience in projects for **projects similar in scope and volume** to the work detailed within the Contract Documents. References must be projects completed or in progress within the last five (5) years.

   HB Hoffman, LLC submitted three (3) individual references which demonstrate their experience in projects similar in scope and volume to the work indicated in the ITB.

3. Bidder must have the capability to provide a performance and payment bond for the project. The City reserves the right to require performance and payment bonds from the successful bidder. Bidders shall submit a Letter of Intent from an A-rated Financial Class V Surety Company to bond the project.

   HB Hoffman, LLC, bid response was accompanied by a bonding capacity letter from Alter Surety Group, dated July 22, 2015. The capacity letter indicated that HB Hoffman, LLC has been extended a bonding facility, which has supported individual projects up to $2,000,000.00 and an aggregate work program in the $4,000,000.00 range. Alter Surety Group is rated A XV by AM Best.

4. **Financial Stability and Strength:** The Bidder must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the goods and/or services required herein.

   HB Hoffman, LLC has a good record of performance and has the financial resources to ensure that they can satisfactorily provide the goods and/or services required in the ITB. Their latest Supplier Qualifier Report from Dun & Bradstreet indicates that they have a Supplier Evaluation Risk (SER) rating of 7 out of 9. The lower the score, the lower the risk.

Accordingly, HB Hoffman, LLC, has been deemed the most responsive and responsible bidder(s) meeting all terms, conditions, and specifications of the ITB.

CITY MANAGER'S REVIEW AND RECOMMENDATION

The City Manager has considered the bids received, pursuant to ITB 2015-182-JR, and recommends that the Mayor and City Commission of the City of Miami Beach, Florida, approve the award of a contract to HB Hoffman, LLC, the lowest responsive, responsible bidder to the ITB; and further authorize the Mayor and City Clerk to execute the contract.

RECOMMENDATION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida approve the City Manager's recommendation pertaining to the bids received, pursuant to ITB 2015-182-JR, for City Hall Heating, Ventilation and Air Conditioning (HVAC) & Variable Frequency Drive (VFD) Replacement.

JLM/MT/AK/AD

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APPENDIX A

MIAMIBEACH

COST PROPOSAL

RFP 2015-182-JR CITY HALL HEATING, VENTILATION AND AIR CONDITIONING (HVAC) & VARIABLE FREQUENCY DRIVE (VFD) REPLACEMENT

			DAC AIR CONDITIONING CORP		***HB HOFFMAN, LLC***		PREMIER AIR CONDITIONING*	
Items	Quantity	U/M	LumpSum Amount	Total	***LumpSum Amount***	***Total***	LumpSum Amount	Total
LS	LS	LS	$415,817.00	$415,817.00	***$316,418.00***	***$316,418.00***	$305,000.00	$305,000.00

*Premier Air Conditioning failed to comply with the minimum requirement for licensure and was, therefore, deemed non-responsive.

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Condensed Title:

REQUEST FOR APPROVAL TO AWARD A CONTRACTS PURSUANT TO INVITATION TO BID (ITB) NO. 2015-267-KB FOR CONTINUING SERVICES (AS NEEDED) FOR THE CONSTRUCTION OF SEAWALLS CITYWIDE.

Key Intended Outcome Supported:

Build and Maintain Priority Infrastructure with Full Accountability.

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

Item Summary/Recommendation:

The majority of the seawalls in the City are in excess of 50 years old and consist of the limestone gravity walls that were likely from the original construction of the various reclaimed islands throughout the City. Many of the seawalls have exceeded their service life and require replacement/repairs in order to extend the service life of the seawall(s) considerably. The City has prioritized seawall replacement/repairs as funding becomes available. The purpose of this ITB is to establish a continuing services contract for the construction of seawalls, Citywide, on an as needed basis as determined by the City.

ITB No. 2015-267-KB, was issued on September 22, 2015, with a bid opening date of November 25, 2015. Four (4) addenda were issued. The Procurement Department issued bid notices to over 900 companies utilizing www.publicpurchase.com website and 51 companies via email notification. 73 prospective bidders accessed the advertised solicitation. The notices resulted in the receipt of five (5) responses from Shoreline Foundation, Inc.; Pac Comm, Inc.; Kearns Construction Co.; Construct Co. Inc.; and David Mancini and Sons, Inc.

In effort to expedite construction of seawalls as the need arises, Citywide, it is in the City's best interest to award contract to primary, secondary, and tertiary vendor. The City Manager has considered the bids received, pursuant to ITB 2015-267-KB, and recommends that the Mayor and City Commission of the City of Miami Beach, Florida, approve the award of a contract to: Shoreline Foundation, Inc., as primary lowest vendor, Pac Comm, Inc., as secondary lowest vendor, and Kearns Construction Co., as the tertiary lowest vendor, and further authorize the Mayor and City Clerk to execute the contract.

RECOMMENDATION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida, approve the City Manager's recommendation pertaining to the bids received, pursuant to ITB No. 2015-267-KB for Continuing Services (as needed) for the Construction of Seawalls Citywide.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
OBPI	Total		

Financial Impact Summary: The costs of the related services are subject to funds availability approved through the City's budgeting process for specific projects.

City Clerk's Office Legislative Tracking:

Alex Denis

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD	MT EC	JLM

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MIAMIBEACH

AGENDA ITEM C2E

DATE 12-9-15

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: December 9, 2015

SUBJECT: **REQUEST FOR APPROVAL TO AWARD A CONTRACTS PURSUANT TO INVITATION TO BID (ITB) NO. 2015-267-KB FOR CONTINUING SERVICES (AS NEEDED) FOR THE CONSTRUCTION OF SEAWALLS CITYWIDE.**

KEY INTENDED OUTCOME

Build and Maintain Priority Infrastructure with Full Accountability.

FUNDING

The costs of the related services are subject to funds availability approved through the City's budgeting process for specific projects.

BACKGROUND INFORMATION

The majority of the seawalls in the City are in excess of 50 years old and consist of the limestone gravity walls that were likely from the original construction of the various reclaimed islands throughout the City. Many of the seawalls have exceeded their service life and require replacement/repairs in order to extend the service life of the seawall(s) considerably. The City has prioritized seawall replacement/repairs as funding becomes available. The purpose of this ITB is to establish a continuing services contract for the construction of seawalls, Citywide, on an as needed basis as determined by the City.

ITB PROCESS

ITB No. 2015-267-KB, was issued on September 22, 2015, with a bid opening date of November 25, 2015. Four (4) addenda were issued. The Procurement Department issued bid notices to over 900 companies utilizing www.publicpurchase.com website and 51 companies via email notification. 73 prospective bidders accessed the advertised solicitation. The notices resulted in the receipt of five (5) responses from: Shoreline Foundation, Inc.; Pac Comm, Inc.; Kearns Construction Co.; Construct Co. Inc.; and David Mancini and Sons, Inc.

After review of bids received, the Administration is recommending award to a primary, secondary, and tertiary bidder (in the event that primary is unable to perform) as follows: Shoreline Foundation, Inc., as the primary lowest responsive bidder, Pac Comm, Inc., as secondary lowest responsive bidder, and Kearns Construction Co., as the tertiary lowest responsive bidder.

The successful bidders' contracts shall be executed for a period of three (3) years, and may be renewed at the sole discretion of the City, through its City Manager, for two (2) additional one (1) year terms. Funding for future years is contingent on approval of future year budgets.

The contracts will offer more flexible resources to ensure that the Public Works Department fulfill the construction of seawalls, Citywide, on an as needed basis as determined by the City, in a timely manner while always securing the lowest cost.

In its due diligence, the Procurement Department verified the following:

1. **Licensing Requirements:** Bidders shall be state certified and licensed General Contractors to be considered for award.
    - Florida General Contractor License (CGC); or
    - Certified Specialty Contractor (Marine)

2. **Previous Experience:** Bidders shall submit at least three (3) individual references exemplifying their experience in seawall construction projects. References must be projects completed or in progress within the last five (5) years.

3. **Bonding Capacity:** Bidder must have the capability to provide a performance and payment bond for the project(s). The City reserves the right to require performance and payment bonds from the successful bidder. Bidders shall submit a Letter of Intent from an A-rated Financial Class V Surety Company to bond the project.

4. **Financial Stability and Strength:** The Bidder must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the goods and/or services required herein.

Shoreline Foundation, Inc., Pac Comm, Inc., Kearns Construction Co., Construct Co. Inc., and David Mancini and Sons, Inc. met the minimum eligibility requirements set for this solicitation.

CITY MANAGER'S REVIEW AND RECOMMENDATION

In effort to expedite construction of seawalls as the need arises, Citywide, it is in the City's best interest to award contract to primary, secondary, and tertiary vendor. The City Manager has considered the bids received, pursuant to ITB 2015-267-KB, and recommends that the Mayor and City Commission of the City of Miami Beach, Florida, approve the award of a contract to Shoreline Foundation, Inc., as primary lowest vendor, Pac Comm, Inc., as secondary lowest vendor, and Kearns Construction Co., as the tertiary lowest vendor, and further authorize the Mayor and City Clerk to execute the contract.

RECOMMENDATION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida, approve the City Manager's recommendation pertaining to the bids received, pursuant to ITB No. 2015-267-KB for Continuing Services (as needed) for the Construction of Seawalls Citywide.

JLM/EC/MT/AD

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ITB NO. 2015-267-KB CONTINUING SERVICES FOR THE CONSTRUCTION OF SEWALLS CITYWIDE

VERIFIED BID SIBMITTAL TABULATION

				Shoreline Foundation, Inc.		*PAC Comm, Inc.*		*Kearns Construction Company*		Construct Co. , Inc.		David Mancini and Sons, Inc.	
Item	**Description**	**Quantity**	**U / M**	**Unit Cost**	**Total** (Quantity_X_Unit_Cost)	**Unit Cost**	**Total** (Quantity_X_Unit_Cost)	**Unit Cost**	**Total** (Quantity_X_Unit_Cost)	**Unit Cost**	**Total** (Quantity_X_Unit_Cost)	**Unit Cost**	**Total** (Quantity_X_Unit_Cost)
1	SEAWALL: 10' Max Depth, 70' Max Length	350	LF	$1,154.66	***$404,131.00***	***$2,065.19***	***$722,816.50***	***$2,311.00***	***$808,850.00***	$1,700.00	$595,000.00	$2,988.00	$1,045,800.00
2	SEAWALL: 10' Max Depth, 71' – 150' Length	300	LF	$1,052.37	***$315,711.00***	***$1,841.78***	***$552,534.00***	***$1,970.00***	***$591,000.00***	$1,820.00	$546,000.00	$2,550.00	$765,000.00
3	SEAWALL: 10' Max Depth, 151' – 500' Length	1000	LF	$951.57	***$951,570.00***	***$1,510.53***	***$1,510,530.00***	***$1,655.00***	***$1,655,000.00***	$1,650.00	$1,650,000.00	$1,650.00	$1,650,000.00
4	SEAWALL: 10' Max Depth, > 500' Length	1000	LF	$903.96	***$903,960.00***	***$1,423.38***	***$1,423,380.00***	***$1,499.00***	***$1,499,000.00***	$1,650.00	$1,650,000.00	$1,600.00	$1,600,000.00
5	SEAWALL: 14' Max Depth, 70' Max Length	140	LF	$1,408.55	***$197,197.00***	***$2,248.00***	***$314,720.00***	***$2,479.00***	***$347,060.00***	$2,400.00	$336,000.00	$3,550.00	$497,000.00
6	SEAWALL: 14' Max Depth, 71' – 150' Length	150	LF	$1,238.96	***$185,844.00***	***$2,187.74***	***$328,161.00***	***$2,097.00***	***$314,550.00***	$2,400.00	$360,000.00	$2,950.00	$442,500.00
7	SEAWALL: 14' Max Depth, 151' – 500' Length	500	LF	$1,102.34	***$551,170.00***	***$1,657.60***	***$828,800.00***	***$1,743.00***	***$871,500.00***	$2,060.00	$1,030,000.00	$1,781.00	$890,500.00
8	SEAWALL: 14' Max Depth, > 500' Length	600	LF	$1,157.00	***$694,200.00***	***$1,574.80***	***$944,880.00***	***$1,551.00***	***$930,600.00***	$1,910.00	$1,146,000.00	$1,750.00	$1,050,000.00
9	GUARDRAIL	300	LF	$31.91	***$9,573.00***	***$45.70***	***$13,710.00***	***$60.00***	***$18,000.00***	$210.00	$63,000.00	$32.00	$9,600.00
10	GUARDRAIL BOLLARD	50	EACH	$268.58	***$13,429.00***	***$437.81***	***$21,890.50***	***$800.00***	***$40,000.00***	$1,525.00	$76,250.00	$250.00	$12,500.00
11	ALLOWANCE FOR COMPLIANCE WITH TRENCH SAFETY ACT* (PER PROJECT AS APPLICABLE)	10	EACH	$25.00	***$250.00***	***$25.00***	***$250.00***	***$25.00***	***$250.00***	$25.00	$250.00	$25.00	$250.00
				TOTAL BID	***$4,227,035.00***		***$6,661,672.00***		***$7,075,810.00***		$7,452,500.00		$7,963,150.00

Condensed Title:

REQUEST FOR APPROVAL TO ISSUE REQUEST FOR PROPOSALS (RFP) FOR DESIGN BUILD SERVICES FOR THE CONSTRUCTION OF TWO STORMWATER PUMP STATIONS; ONE AT THE NORTHEAST CORNER OF THE CONVENTION CENTER AND THE OTHER ON 19TH STREET BETWEEN CONVENTION CENTER DRIVE AND MERIDIAN AVENUE. EACH PUMP STATION WILL HAVE A SEPARATE PROPOSAL.

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.

Item Summary/Recommendation:

These two pump stations are part of the ongoing effort the City of Miami Beach is currently undertaking to perform improvements of the existing drainage conditions citywide to provide higher Level of Service by reducing flooding due to extreme high tides, increased rainfall depth, intensity and distribution. The new pump stations will be designed to convey stormwater runoffs resulting from a 5-year 24-hour rainfall event. They will serve the redevelopment of the Convention Center and a major portion of the Lincoln Road Districts Projects and will cover approximately 200 acres bordered by Collins Canal to the north, Lincoln Lane South to the south, Collins Avenue to the east and half way between Michigan and Jefferson Avenues to the west.

The City shall prepare the Design Criteria Package for the Project that will serve to define the design requirements for development of two separate construction documents by the selected Design Build (DB) Firm (or Firms), and for submission of their price proposal. Both stormwater pump station projects will consist of the installation of a pump station equipped with water quality treatment structures, a trash rack structure, an energy dissipating structure built integrally into a reconstructed seawall with openings within the seawall sized to limit the stormwater runoff velocity into the Collins/Dade Boulevard Canal. Each of the openings within the seawall will be covered with manatee grates. The City Commission's approval of this item will allow staff to initiate the appropriate procurement process by advertising the RFP for design build services for each one of the two pump station projects.

The selected DB Firm (or Firms) pursuant to the RFP will be responsible for the design and construction associated with each Project. The contract with the successful DB Firm (or Firms) will be awarded in accordance with the established requirements for award of design build contracts

THE ADMINISTRATION RECOMMENDS APPROVING THE ISSUANCE OF THE RFP FOR EACH PUMP STATION.

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	ETC EC	JLM

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Agenda Item C2F

Date 12-9-15

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: December 9, 2015

SUBJECT: **REQUEST FOR APPROVAL TO ISSUE REQUEST FOR PROPOSALS (RFP) FOR DESIGN BUILD SERVICES FOR THE CONSTRUCTION OF TWO STORMWATER PUMP STATIONS; ONE AT THE NORTHEAST CORNER OF THE CONVENTION CENTER AND THE OTHER ON 19TH STREET BETWEEN CONVENTION CENTER DRIVE AND MERIDIAN AVENUE; EACH PUMP STATION WILL HAVE A SEPARATE PROPOSAL.**

ADMINISTRATION RECOMMENDATION

Approve the Issuance of the RFP for each pump station.

BACKGROUND

These two pump stations are part of the ongoing effort the City of Miami Beach is currently undertaking to perform improvements of the existing drainage conditions citywide to provide higher level of service by reducing flooding due to: extreme high tides, increased rainfall depth, intensity and distribution. The new pump stations will be designed to convey stormwater runoff resulting from a 5-year 24-hour rainfall event. They will serve the redevelopment of the Convention Center and a major portion of the Lincoln Road District Projects and will cover approximately 200 acres bordered by Collins Canal to the north, Lincoln Lane South to the south, Collins Avenue to the east and half way between Michigan and Jefferson Avenues to the west.

The City shall prepare the Design Criteria Package for the Project that will serve to define the design requirements for development of two separate construction documents by the selected Design Build (DB) Firm (or Firms), and for submission of their price proposal. Both stormwater pump station projects will consist of the installation of a pump station equipped with water quality treatment structures, a trash rack structure, an energy dissipating structure built integrally into a reconstructed seawall with openings within the seawall sized to limit the stormwater runoff velocity into the Collins/Dade Boulevard Canal. Each of the openings within the seawall will be covered with manatee grates. The City Commission's approval of this item will allow staff to initiate the appropriate procurement process by advertising the RFP for design build services for each one of the two pump station projects.

The selected DB Firm (or Firms) pursuant to the RFP will be responsible for the design and construction associated with each Project. The contract with the successful DB Firm (or Firms) will be awarded in accordance with the established requirements for award of design build contracts.

MAJOR RFP REQUIREMENTS

These requirements will be transmitted via LTC, that will mirror other projects in the City.

CONCLUSION

The Administration recommends that the Mayor and City Commission approve the issuance of Request for Proposals (RFP) for Design/Build Services for the construction of two pump stormwater pump stations; one at the NE corner of the Convention Center and the other on 19th Street between Convention Center Drive and Meridian Avenue. Each pump station will have a separate proposal.

JLM/ETC/JJF/BAM/WRB/LJS

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COMMISSION COMMITTEE ASSIGNMENTS

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: December 9, 2015

SUBJECT: **REFERRAL TO THE LAND USE AND DEVELOPMENT COMMITTEE – DISCUSSION REGARDING A PROPOSED ZONING ORDINANCE AMENDMENT TO ALLOW A 'HALL FOR HIRE' AS A CONDITIONAL USE WITHIN EXISTING RELIGIOUS INSTITUTIONS LOCATED WITHIN THE MUSEUM LOCAL HISTORIC DISTRICT AND IN THE RM-2 ZONING DISTRICT.**

ADMINISTRATION RECOMMENDATION

Refer a discussion item pertaining to an Ordinance Amendment to the Land Use and Development Committee for consideration and recommendation.

BACKGROUND / ANALYSIS

Currently, religious institutions in the RM-2 zoning district cannot have accessory 'hall for hire' uses, unless the events supported by catering services are specific to the institution. A proposal has been put forth by Temple Emmanuel (1701 Washington Avenue), which is located within the Museum Local Historic District, to utilize existing catering and banquet facilities as a 'hall for hire' for outside meetings and events.

A similar code amendment was approved by the City Commission in 2015 for the Flamingo Waterway Historic District, at the request of the owners of the Miami Beach Women's Club.

CONCLUSION

The Administration recommends that the Mayor and the City Commission refer a discussion item pertaining to an Ordinance Amendment to the Land Use and Development Committee for consideration and recommendation.

JLM/SMT/TRM

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Agenda Item C4A
Date 12-9-15

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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: December 9, 2015

SUBJECT: **REFERRAL TO THE PLANNING BOARD – PROPOSED ORDINANCE AMENDMENT PERTAINING TO HISTORIC HOTEL UNIT SIZES WITHIN DESIGNATED HISTORIC DISTRICTS**

ADMINISTRATION RECOMMENDATION

Refer the proposed Ordinance Amendment to the Planning Board for consideration and recommendation.

HISTORY

On September 2, 2015, at the request of Commissioner Grieco, the City Commission referred the item to the Land Use and Development Committee (Item C4J). On September 9, 2015, the Land Use Committee continued the item to October 7, 2015.

BACKGROUND/ANALYSIS

In 2013 and 2014, the City Commission amended the RM-1, RM-2, RM-3, CD-2 and CD-3 sections of the City Code to allow for the renovation of contributing hotels in historic districts without the need for room size variances, as long as a minimum unit size of 200 square feet is met. This code change, however, did not include buildings designated as 'individual historic sites'.

When an existing building within an historic site (not located in an historic district) is significantly renovated as a hotel, the Code requires that the minimum hotel unit size be met (315/335 sq ft). However, the existing room configuration in these historic buildings is often under this minimum required room size. Variances have been consistently granted for these projects, as it is considered a true hardship, since the floor plates of historic hotel buildings often cannot be easily reconfigured. Additionally, the existing pattern of windows in historic buildings typically matches the room configuration, and the exterior of the historic building cannot be altered by removing or rearranging window placement.

The attached draft Ordinance extends the allowable provision for smaller hotel unit sizes to contributing buildings, located within an individually designated historic site.

Agenda Item C4B
Date 12-9-15

SUMMARY/UPDATE

On October 7, 2015 the Land Use Committee discussed the proposed Ordinance and recommended that the City Commission refer the item to the Planning Board for consideration.

CONCLUSION

In accordance with the October 7, 2015 recommendation of the Land Use and Development Committee, the Administration recommends that the Mayor and the City Commission refer the attached Ordinance Amendment to the Planning Board.

JLM/SMT/TRM

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Minimum Unit Sizes for Historic Hotels

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," BY AMENDING ARTICLE II, "DISTRICT REGULATIONS," BY AMENDING DIVISION 3, "RESIDENTIAL MULTIFAMILY DISTRICTS," BY AMENDING SECTION 142-155 TO MODIFY THE REQUIREMENTS FOR MINIMUM HOTEL ROOM SIZE FOR HISTORIC HOTELS WITHIN THE RM-1 DISTRICT; BY AMENDING SECTION 142-217 TO MODIFY THE REQUIREMENTS FOR MINIMUM HOTEL ROOM SIZE FOR HISTORIC HOTELS WITHIN THE RM-2 DISTRICT; BY AMENDING SECTION 142-246 TO MODIFY THE REQUIREMENTS FOR MINIMUM HOTEL ROOM SIZE FOR HISTORIC HOTELS WITHIN THE RM-3 DISTRICT; BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS", ARTICLE II, "DISTRICT REGULATIONS", SECTION 142-306, "DEVELOPMENT REGULATIONS" TO MODIFY THE REQUIREMENTS FOR MINIMUM HOTEL ROOM SIZE FOR HISTORIC HOTELS WITHIN THE CD-2 DISTRICT; AND BY AMENDING SECTION 142-337, "DEVELOPMENT REGULATIONS AND AREA REQUIREMENTS" TO MODIFY THE REQUIREMENTS FOR MINIMUM HOTEL ROOM SIZE FOR HISTORIC HOTELS WITHIN THE CD-3 DISTRICT; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach endeavors to recall and promote its unique social and architectural history, as well as further the dynamic character and attraction of hotels within historic sites; and

WHEREAS, the City of Miami Beach seeks to encourage and incentivize the retention, preservation and restoration of contributing hotel structures located within historic sites; and

WHEREAS, the City of Miami Beach desires to amend existing minimum unit size requirements for existing contributing hotels within historic sites; 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. City Code Chapter 142, Article II, "District Regulations," Division 3, "Residential Multifamily Districts," Subdivision II, "RM-1 Residential Multifamily Low Intensity," is hereby amended as follows:

Sec. 142-155. - Development regulations and area requirements

* * *

(b)The lot area, lot width, unit size and building height requirements for the RM-1 residential multifamily, low density district are as follows:

Minimum Lot Area (Square Feet)	Minimum Lot Width (Feet)	Minimum Unit Size (Square Feet)
5,600	50	New construction—550 Non-elderly and elderly low and moderate income housing: See section 142-1183 Rehabilitated buildings—400 Hotel unit: 15%: 300—335 85%: 335+ For contributing hotel structures, located within <u>an individual historic site</u>, a local historic district or a national register district, which are 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 and sizes of at least 200 square feet shall be permitted. 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.

SECTION 2. City Code Chapter 142, Article II, "District Regulations", Division 3, "Residential Multifamily Districts", Subdivision IV, "RM-2 Residential Multifamily Medium Intensity", is hereby amended as follows:

Sec. 142-217. - Area requirements.
The area requirements in the RM-2 residential multifamily, medium intensity district are as follows:

Minimum Lot Area (Square Feet)	Minimum Lot Width (Feet)	Minimum Unit Size (Square Feet)
7,000	50	New construction—550 Non-elderly and elderly low and moderate income housing: See section 142-1183 Rehabilitated buildings—400 Hotel unit: 15%: 300—335 85%: 335+ For contributing hotel structures, located within <u>an individual historic site,</u> a local historic district or a national register district, which are 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 and sizes of at least 200 square feet shall be permitted. Additionally, the 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.

SECTION 3. City Code Chapter 142, Article II, "District Regulations", Division 3, "Residential Multifamily Districts", Subdivision v, "RM-3 Residential Multifamily High Intensity", is hereby amended as follows:

Sec. 142-246. - Development regulations and area requirements.

* * *

(b)The lot area, lot width, unit size and building height requirements for the RM-3 residential multifamily, high intensity district are as follows:

Minimum Lot Area (Square Feet)	Minimum Lot Width (Feet)	Minimum Unit Size (Square Feet)
7,000	50	New construction—550 Non-elderly and elderly low and moderate income housing: See section 142-1183 Rehabilitated buildings—400 Hotel unit: 15%: 300—335 85%: 335+ For contributing hotel structures, located within <u>an individual historic site,</u> a local historic district or a national register district, which are 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 and sizes of at least 200 square feet shall be permitted. Additionally, the 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.

SECTION 4. That Chapter 142, Article II, entitled "District Regulations", of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended as follows:

Sec. 142-306. Development regulations.
The development regulations in the CD-2 commercial, medium intensity district are as follows:

Minimum Apartment Unit Size (Square Feet)	Average Apartment Unit Size (Square Feet)
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 an individual historic site, a local historic district or a national register district, which 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.	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

SECTION 5. That Chapter 142, Article II, entitled "District Regulations", of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended as follows:

Sec. 142-337. Development regulations and area requirements.

* * *

(c) The lot area, lot width, unit size and building height requirements for the CD-3 commercial, high intensity district are as follows:

Minimum Unit Size (Square Feet)	Average Unit Size (Square Feet)
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 <u>an individual historic site,</u> a local historic district or a national register district, which 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.	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

SECTION 6. 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 7. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 8. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 9. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

_____ _____
City Attorney Date

First Reading: , 2016
Second Reading: , 2016

Verified by: _____
Thomas R. Mooney, AICP
Planning Director

Underscore denotes new language
~~Strike Thru~~ denotes new language

11/23/2015

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Mayor Philip Levine and Commissioners

FROM: Michael Grieco, Commissioner

DATE: December 9, 2015

SUBJECT: Referral to Land Use and Development Committee

Background:

I would like to refer a possible land use amendment to the Land Use and Development Committee. The proposed revision would be to section 118-5, and would allow the accumulation of properties for the clear purpose of moving floor area to different portions of a property; to different pieces of property within the accumulation, such that a particular piece of property within the accumulated properties will have a FAR that exceeds the maximum for its district, but the overall accumulated property will still comply with the maximum FAR.

Proposed language:

Sec. 118-5. - Unity of title; covenant in lieu thereof.
The term "Unified Development Site" shall be defined as a site where a development is proposed and consists of multiple lots, all lots touching and not separated by a lot under different ownership, or a public right of way. A "Unified Development Site" does not include any lots separated by a public right-of-way or any non-adjacent, non-contiguous parcels. Additionally, the following shall apply to any 'Unified Development Site:

(a) All lots need not be in the same zoning district; however, the allowable FAR shall be limited to the maximum for each zoning district.
(b) If more than one zoning district exists, the entire site shall have the same maximum Floor Area Ratio (FAR) inclusive of bonus FAR, provided all zoning districts within the Unified Development Site have the same maximum allowable FAR. The instrument creating the Unified Development Site shall clearly delineate both the maximum FAR and total square footage permitted.
(c) In the event a future change in zoning district classification modifies the maximum FAR for a district within a Unified Development Site, the maximum floor area square footage recorded for the Unified Development Site shall not be exceeded.

114-4 - Compliance with regulations required
(7) No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered except in conformity with the floor area ratio, minimum and average unit sizes or open space ratio regulations of the district in which it is located. However, in accordance with the Sec 118-5, the maximum FAR for a Unified Development Site may be located over multiple zoning district boundaries.

Agenda Item C4C
Date 12-9-15

142-73 - Interpretation of district boundaries.
(6) If a parcel of property is crossed by a zoning district boundary and thus lies in two zoning districts, the district boundary shall be treated as if it were a lot line separating the two separately zoned parcels. However, in accordance with the Sec 118-5, the maximum FAR for a Unified Development Site may be located over multiple zoning district boundaries.

Recommendation:
Referral to the next Land Use and Development Committee meeting.

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: December 9, 2015

SUBJECT: **REFERRAL TO THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE – A DISCUSSION REGARDING AN INNOVATIVE BICYCLE PARKING SYSTEM**

BACKGROUND

At the September 8, 2015 Transportation, Parking, Bicycle and Pedestrian Facilities Committee (TPBPFC) meeting, representatives from BICIBOX, a company from Barcelona, Spain, made a presentation regarding an innovative and automated bicycle parking system. The Committee made a motion endorsing BICIBOX as a bicycle parking system for the City of Miami Beach (see attached TPBPFC motion). BICIBOX provides bicycle parking that is safe and monitored 24 hours a day. Users and their bikes are registered in the system and access is granted through a user card. BICIBOX claims that costs are accessible to users since its business model allows for transit.

BICIBOX's access card system can potentially be integrated with the City's bike sharing system (i.e. Citibike) or with any other automated transportation card system existing in the city (such as the Miami-Dade Easy Card). BICIBOX is 100% powered by solar energy. The BICIBOX bicycle parking system is controlled by software that allows the user to remotely know the availability of each parking station. The user can also check if spaces are available at the destination station.

This innovative parking system would facilitate the availability of a long-term bicycle parking system which would be valuable in promoting the use of a bicycle for commuting purposes. This system would supplement the provision of bicycle racks which effectively addresses short-term bicycle parking needs in the City.

This is one potential automated bicycle parking solution and potential for others remain. The referral to the Neighborhood/Community Affairs Committee is to discuss whether to proceed with one, issue a Request for Proposals (RFP) or do nothing.

CONCLUSION

The Administration recommends that the Mayor and the City Commission refer this item to the Neighborhood/Community Affairs Committee for discussion and input.

Attachments: A. TPBPF Committee Motion
B. Bicibox Presentation

KGB/JRG/XRF

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Agenda Item C4D
Date 12-9-15

MIAMI**BEACH**

OFFICE OF THE CITY MANAGER

NO. LTC # **382-2015**

LETTER TO COMMISSION

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: September 21, 2015

SUBJECT: **TPBPF Committee Motions**

The purpose of this Letter to Commission is to provide you with correspondence received from the Transportation, Parking & Bicycle-Pedestrian Facilities Committee.

JLM/KGB/SF

C: Kathie G. Brooks, Assistant City Manager
Mark Taxis, Assistant City Manager
Eric Carpenter, Assistant City Manager
Susanne Torriente, Assistant City Manager
Saul Frances, Parking Director
Monica Beltran, Assistant Parking Director

Transportation, Parking & Bicycle-Pedestrian Facilities Committee

Mark Weithorn, Chairman
Alfred Feola, Vice-Chairman

Members:
Jo Asmundsson
Ray Breslin
Scott Diffenderfer
Del Fruit
William Hahne
David Mardini
Eric Montes de Oca
Madeleine Romanello
Deborah Ruggiero
Frederick Sake
Seth Wasserman

TO: Mayor Philip Levine and Members of the City Commission

FROM: Mark Weithorn, Transportation, Parking & Bicycle-Pedestrian Facilities Committee Chair

DATE: September 21, 2015

SUBJECT: Motions

Members Present: Jo Asmundsson; Ray Breslin; Scott Diffenderfer; Alfred Feola; Del Fruit William Hahne; David Mardini; Madeleine Romanello; Frederick Sake; Seth Wasserman; and Mark Weithorn

Members Absent: Eric Montes de Oca and Deborah Ruggiero

Dear Honorable Mayor and City Commission:

On September 8th, the Transportation, Parking & Bicycle-Pedestrian Facilities (TPBPF) Committee met and held several discussions, for which the below motions were passed:

Zone 21- Lower Sheridan Avenue Residential Parking Program
The Committee endorses the implementation of this Residential Zone Program.

Parking Rate Ordinance
The Committee asked that revenue presently being taken from parking funds for the City's operating budget, be replaced before increasing parking fees.

Bici Box – Bicycle Parking System
The Committee endorses Bici Box as a bicycle parking system for the City.

As an advisory Committee, we would greatly appreciate your consideration on these motions.

Sincerely,

Transportation, Parking & Bicycle-Pedestrian Facilities Committee

bici box

bike u.s.

PRESENTATION

INTRODUCTION

bici box

- The habit of using the bicycle as a mean of transportation and recreation has been growing around the world.

- The Bike-sharing has seen explosive, global growth over recent years. In August 2014, more than 600 cities worldwide had a bike-sharing programme, up from 535 systems, in 49 countries. In May 2011 there were around 375 schemes comprising 236,000 bikes.

- The bike sharing system fosters the acquisition of private bicycles, which creates a natural demand:

Bicycle Sharing System In Barcelona, Spain

Where to keep citizen's bicycles with safety and without congesting public roads?

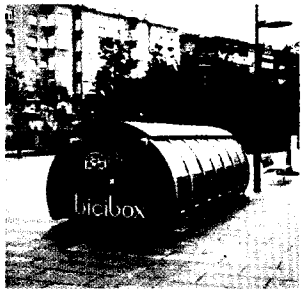
bike u.s.

THE SOLUTION: BICIBOX – AN EXCLUSIVE PRODUCT

bici box

An additional alternative for the public bicycles system. An exclusive product from Movement / Bike US.

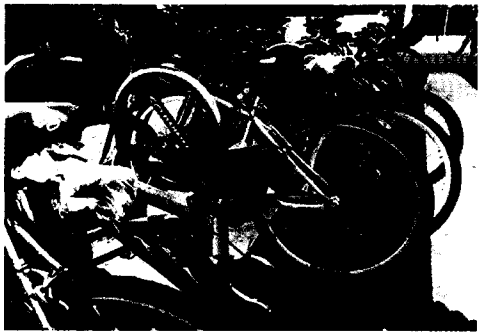
The safe parking, a key element to encourage the bicycle use.

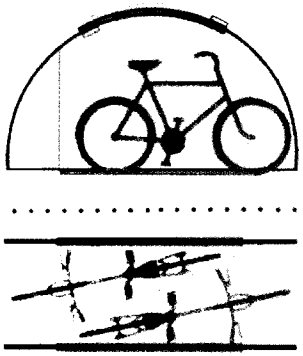


CHALLANGE

bici box

HOW TO ORGANIZE 14 BIKES?



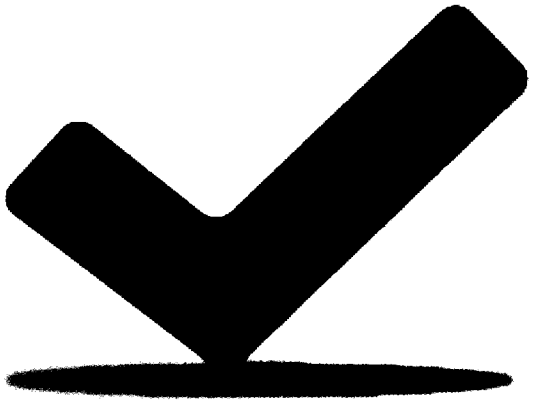


- ☑ EASINESS
- ☑ SAFENESS
- ☑ CLEARNESS

A CASE OF SUCCESS

bici box

Bicibox is a public safe parking network for private bicycles that can be found distributed among many municipalities in the Metropolitan Area of Barcelona, Spain, where it allows any person to use the system in a more practical and safe way using his own bicycle.



bici
box

WHAT IS THE SECRECT?

SECURITY, ACCESSIBILITY
INTEGRATION , FLEXIBILITY AND SUSTAINABILITY

THE SECRET OF THE SUCCESS

- **Security:** The BICIBOX is a private parking, safe and monitored 24 hours a day. Users and their bikes are registered in the system and the access is granted through an user card.

THE SECRET OF THE SUCCESS

bici box

- **Accessibility:** BICIBOX's cost is accessible to users since this business model provides the financial support of sponsors.

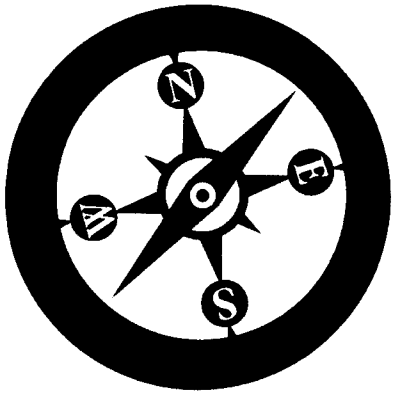
THE SECRET OF THE SUCCESS

- **Integration:** BICIBOX's access system can be integrated to the bike sharing system or to any other transport system existing in the city through the use of the same user access card.

THE SECRET OF THE SUCCESS

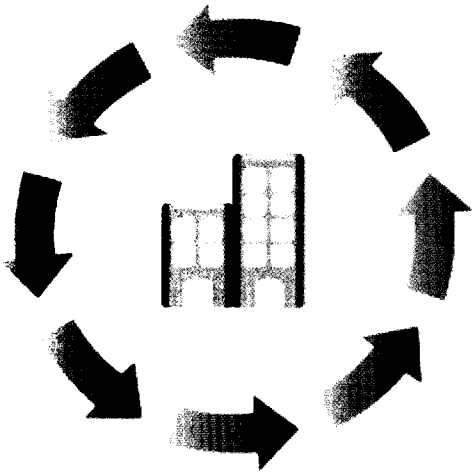
bici box

- **Flexibility:** There is no need of civil works for the installation of BICIBOX, which assures the flexibility of alteration and extension of the product spots.

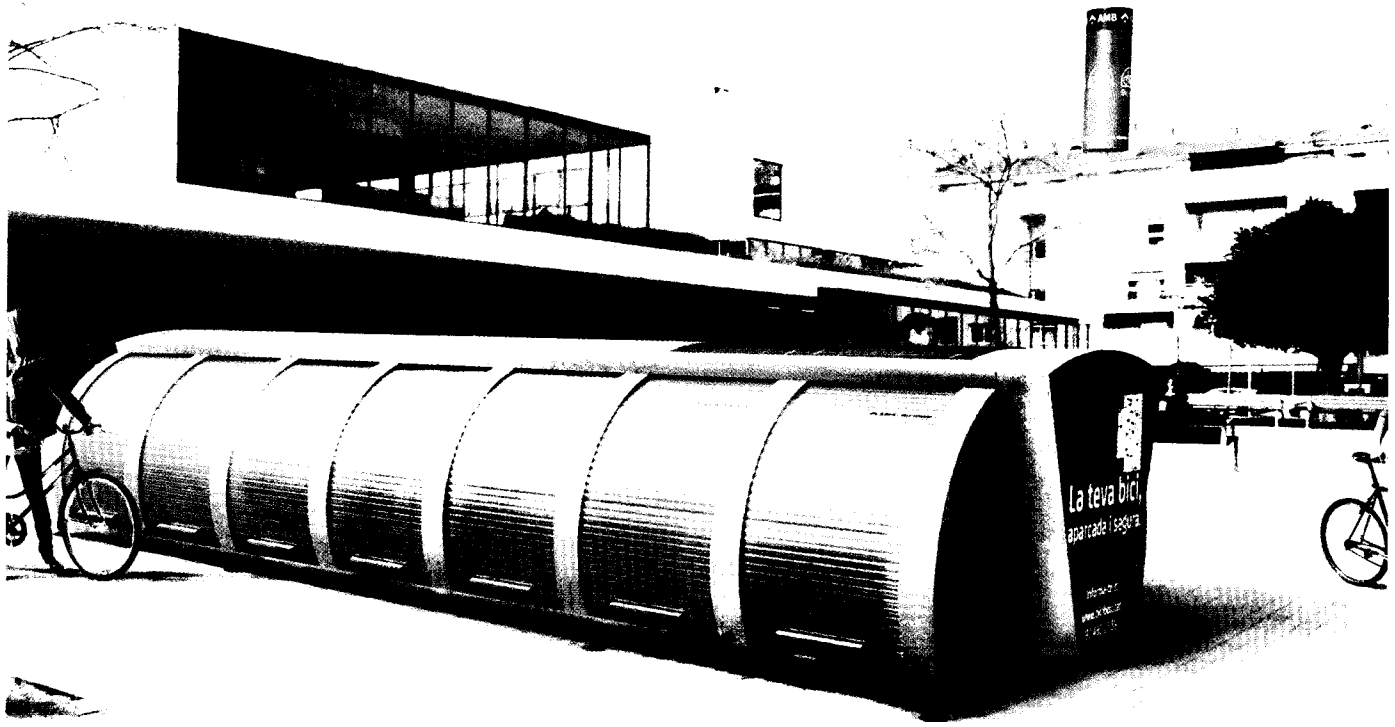


THE SECRET OF THE SUCCESS

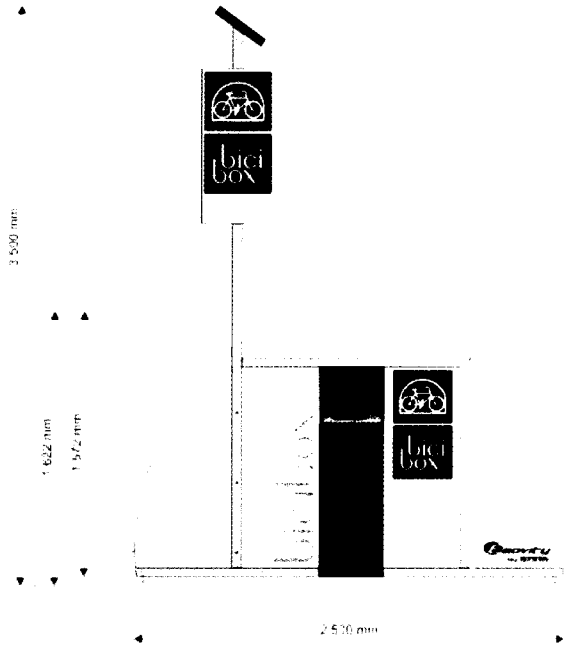
- **Sustentável:** BICIBOX is 100% powered by solar energy.



THE PRODUCT



DIMENSIONS - M14



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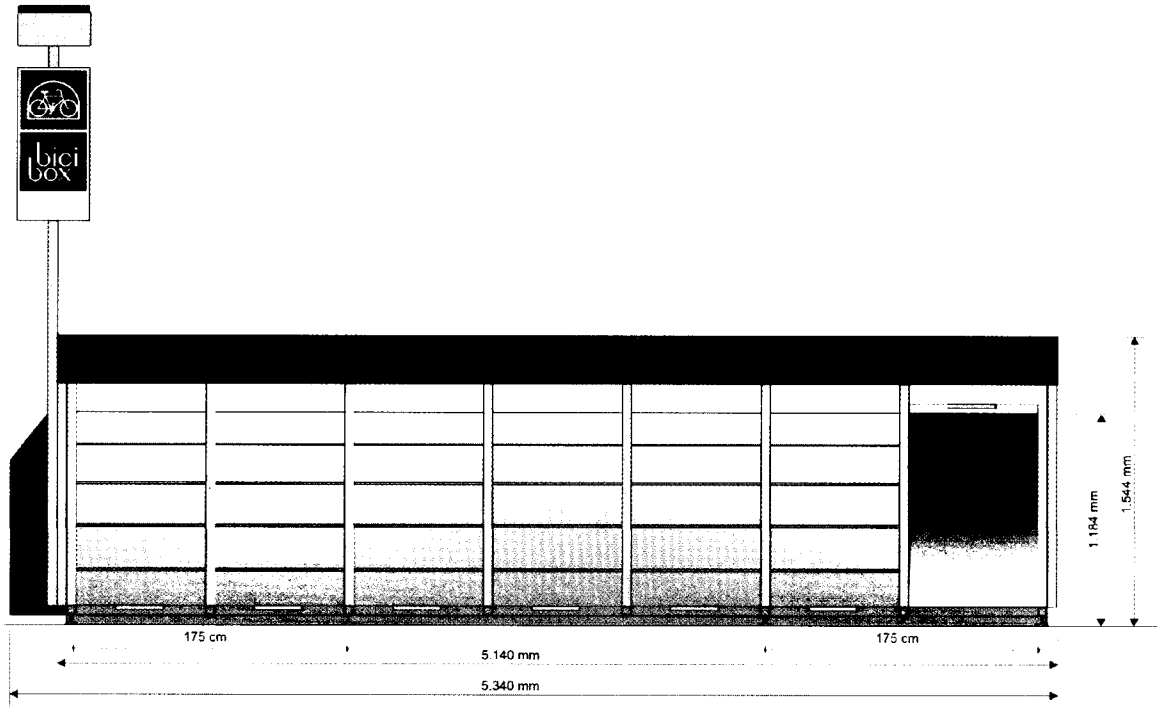
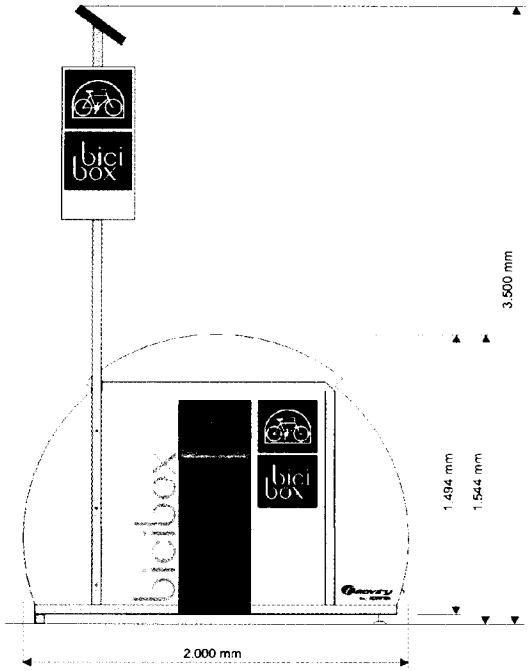
DIMENSIONS – M7



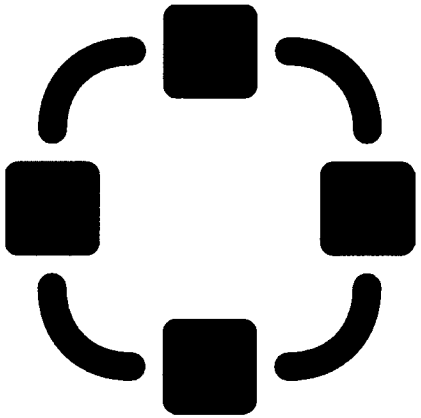


bike u.s.

PROGRAM

UNDERSTAND HOW IT DOES WORK

INFRASTRUCTURE

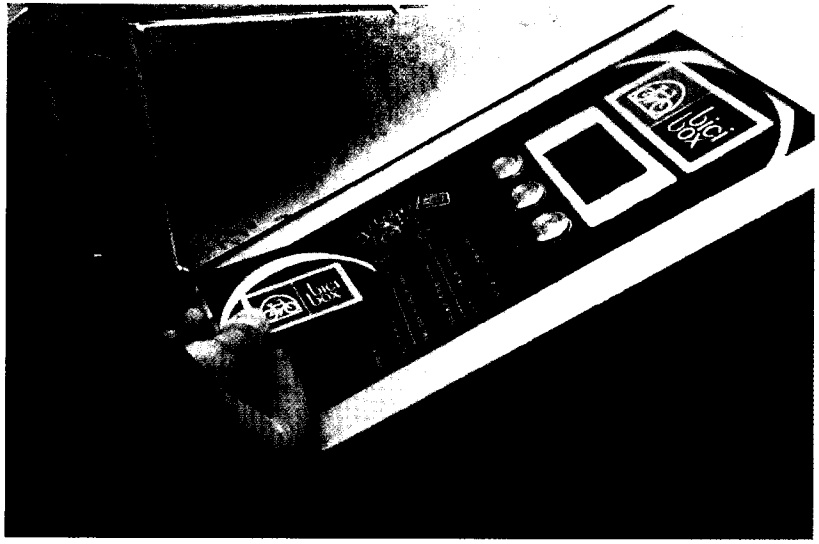


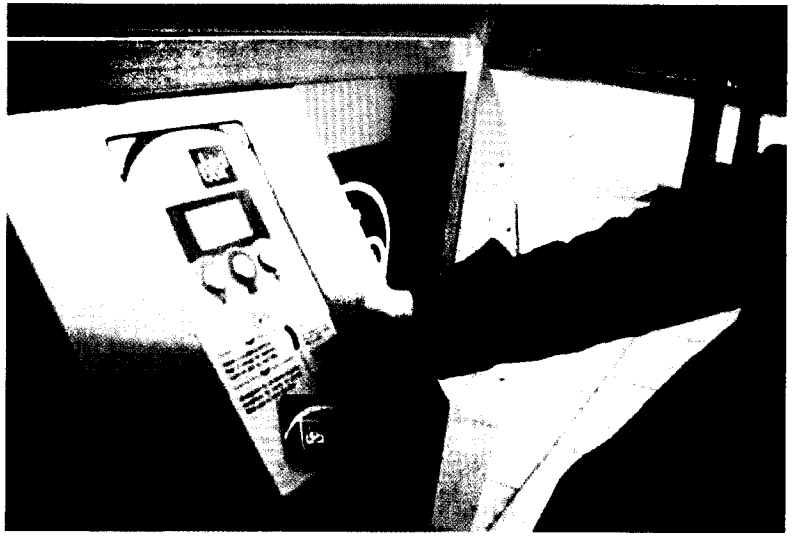
The bicycle parking system (BICIBOX) is controlled via GPRS by an specific software that allows the user to remotely know the status of each parking lot as well as their variables for maintenance. The user can also check if there are available spots at the destination station.

WEB PLATAFORM

bike u.s.

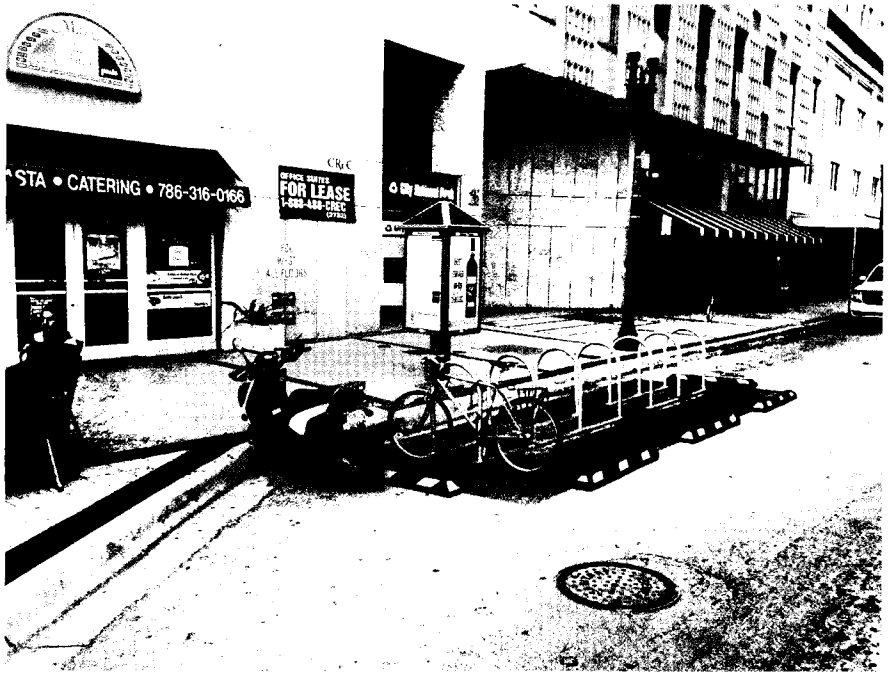
USER ACCESS CARD - INTEGRATION

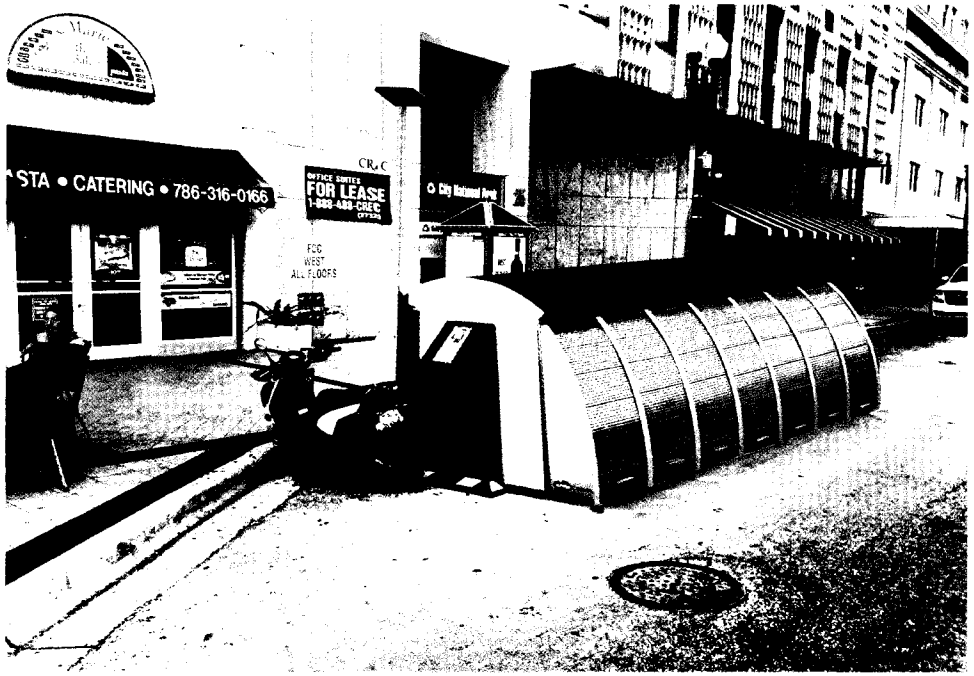




MIAMI DOWN TOWN BEFORE AND AFTER THE BICIBOX

bici box





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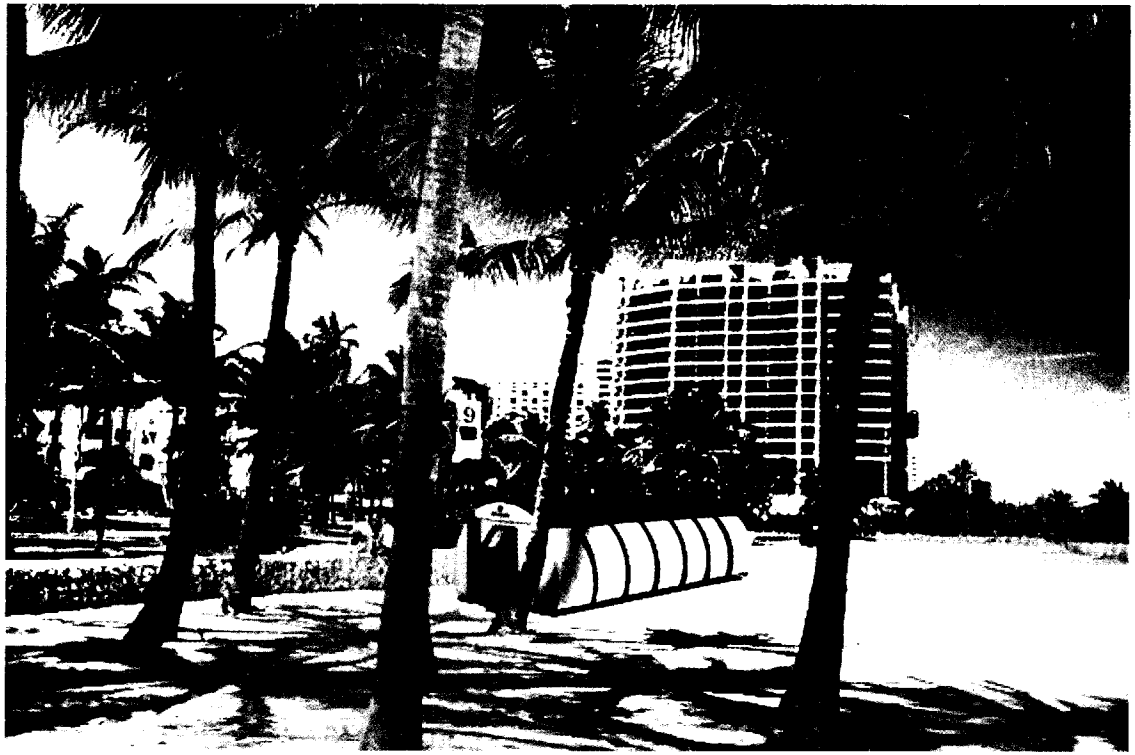
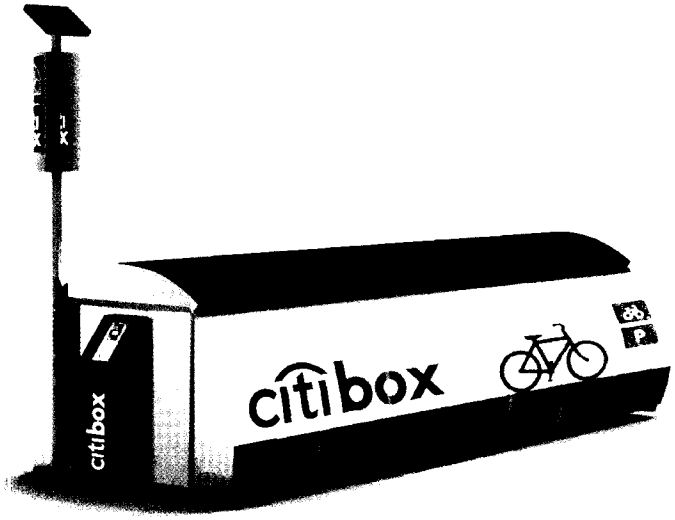
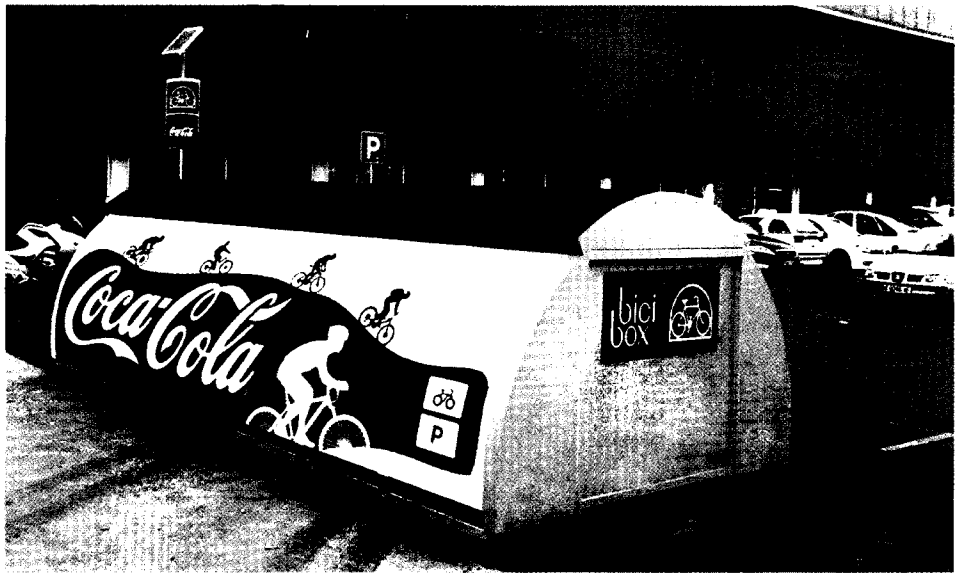
MIAMI BEACH



VISUAL COMMUNICATION EXAMPLES





THANK YOU!

bici box

bike u.s.

movement

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: December 9, 2015

SUBJECT: **REFERRAL TO FINANCE AND CITYWIDE PROJECTS COMMITTEE - DISCUSSION REGARDING THE RENEWAL OF THE AGREEMENT BETWEEN THE CITY OF MIAMI BEACH, AND CLEAR CHANNEL OUTDOOR, INC. (F.K.A. CLEAR CHANNEL ADSHEL, INC.) TO CONSTRUCT, OPERATE AND MAINTAIN BUS SHELTER STRUCTURES AND OTHER STREET FURNITURE THROUGHOUT THE CITY, PURSUANT TO CITY OF MIAMI BEACH REQUEST FOR PROPOSALS NO. 107-99/00.**

BACKGROUND

Resolution No. 2001-24650 authorized an Agreement between the City and Clear Channel Adshel, Inc. (herein after referred to as Clear Channel) to construct, operate and maintain bus shelter structures and other public street furniture throughout the City. The Agreement provided for an initial term of 10 years, commencing November 1, 2001 and expiring on October 31, 2011, with a 5-year renewal option at the City's discretion.

On September 28, 2011, the City executed Amendment No. 1 to the Agreement between the City and Clear Channel which exercised the 5-year renewal term and additionally provided for a subsequent 5-year term renewal option beyond October 31, 2016 at the City's discretion.

CONCLUSION

The Administration recommends that the Mayor and City Commission refer this item to the Finance and Citywide Projects Committee for discussion and input.

JLM/KGB/JRG/JFG

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Agenda Item C4E
Date 12-9-15

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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: December 9, 2015

SUBJECT: **REFFERAL TO NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE - DISCUSSION REGARDING THE PROPOSED SOUTH BEACH TROLLEY ROUTE AND SERVICE PLAN.**

BACKGROUND

On April 29, 2015, the City Commission passed Resolution No. 2015-28999 authorizing the Administration to implement the proposed bi-directional South Beach Trolley route and service plan that connects Collins Avenue in the East, 17th Street in North, Alton Road in the west and 1st Street in the South.

Since receiving the above direction, the Administration has been working with Miami-Dade Transit (MDT) to obtain approval for implementation of the Commission-approved route and service plan. However, MDT has expressed concerns regarding duplication of service with the existing MDT operated South Beach Local route and has consequently rejected the City's proposed route. MDT has indicated that the implementation of the proposed trolley service in the South Beach area could potentially have a detrimental effect on the South Beach Local, as an alternative MDT has indicated that the City may choose to design a trolley route and service plan that replaces the South Beach Local which is due to terminate on February 21, 2017, pursuant to the current Interlocal Agreement between the City and Miami-Dade County.

For the past several months, the City's Transportation Department staff has been working with MDT staff to develop a mutually agreeable route and service plan for a South Beach Trolley.

CONCLUSION

The Administration recommends that the Mayor and City Commission refer this item to the Neighborhood/Community Affairs Committee for discussion and input.

JLM/KGB/JRG/JFG

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Agenda Item C4F
Date 12-9-15

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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: December 9, 2015

SUBJECT: **REFERRAL TO THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE – DISCUSSION REGARDING THE PROPOSED TRAFFIC FLOW MODIFICATION TO 42ND STREET BETWEEN PRAIRIE AVENUE AND PINE TREE DRIVE**

BACKGROUND

In 2014, the City Commission directed the Administration to conduct a traffic study to identify ways to improve access to the Jewish Community Center (JCC) located at Pine Tree Drive and 42nd Street. Pursuant to Commission directive, the city's Transportation Department engaged Florida Transportation Engineers, Inc. (FTE) to evaluate traffic circulation and access management at Pine Tree Drive and 42nd Street. As a result of congestion at intersections in the vicinity of North Beach Elementary, the scope of the traffic study was subsequently expanded to include an evaluation of traffic flow modifications along 42nd Street. As part of the analysis, the consultant developed various concepts to improve traffic flow and access management in the area.

The draft study report has been completed and provided to the County for review and approval. The County has approved the first phase of the traffic study (42nd Street between Sheridan Avenue and Pine Tree Drive); the second phase of the study (42nd Street between Prairie Avenue and Sheridan Avenue) is currently under review by the County. At this time, the recommended improvements consist of a two-way conversion of 42nd Street from Prairie Avenue to Pine Tree Drive.

CONCLUSION

The Administration recommends that the Mayor and the City Commission refer this item to the Neighborhood/Community Affairs Committee for discussion and input.

KGB/JRG/JFD

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Agenda Item C4G
Date 12-9-15

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Mayor Philip Levine and Commissioners

FROM: Michael Grieco, Commissioner

DATE: December 9, 2015

SUBJECT: **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 6, "CD-3 COMMERCIAL, HIGH INTENSITY DISTRICT," TO CREATE SECTION 142-340, "CD-3 DISTRICT, WASHINGTON AVENUE BETWEEN 16TH STREET AND 17TH STREET DEVELOPMENT REGULATIONS AND AREA REQUIREMENTS," TO MODIFY THE DEVELOPMENT REGULATIONS FOR PROPERTIES FRONTING WASHINGTON AVENUE TO INCLUDE THE CD-3, COMMERCIAL - HIGH INTENSITY DISTRICT PROPERTIES FRONTING 16TH AND 17th STREET AND AUTHORIZING FOR NEW HOTEL CONSTRUCTION OR CONVERSION TO HOTEL USE, WITH THE MINIMUM HOTEL ROOM UNIT SIZE OF 175 SQUARE FEET, AND PROVIDE SOME ADDITIONAL DESIGN REGULATIONS RELATING TO THE HOTEL USE; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.**

I would like to refer the attached ordinance to the Land Use and Development Committee and the Planning Board for discussion.

Recommendation: Refer the item to the Land Use and Development Committee and the Planning Board for discussion.

If you have any questions please contact Danila Bonini at Ext 6457.

AMENDING THE WASHINGTON AVENUE ZONING INCENTIVE TO INCLUDE 16-17TH STREETS

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 6, "CD-3 COMMERCIAL, HIGH INTENSITY DISTRICT," TO CREATE SECTION 142-340, "CD-3 DISTRICT, WASHINGTON AVENUE BETWEEN 16TH STREET AND 17TH STREET DEVELOPMENT REGULATIONS AND AREA REQUIREMENTS," TO MODIFY THE DEVELOPMENT REGULATIONS FOR PROPERTIES FRONTING WASHINGTON AVENUE TO INCLUDE THE CD-3, COMMERCIAL - HIGH INTENSITY DISTRICT PROPERTIES FRONTING 16TH AND 17th STREET AND AUTHORIZING FOR NEW HOTEL CONSTRUCTION OR CONVERSION TO HOTEL USE, WITH THE MINIMUM HOTEL ROOM UNIT SIZE OF 175 SQUARE FEET, AND PROVIDE SOME ADDITIONAL DESIGN REGULATIONS RELATING TO THE HOTEL USE; 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 has studied Washington Avenue for over a year, and has created a Mayor's Washington Avenue Blue Ribbon Task Force: and

WHEREAS, the City has reviewed the conditions of Washington Avenue and the concerns raised by residents, property owners, and businesses as it relates to the condition of Washington Avenue; and

WHEREAS, there appears to be some deterioration of the area and the businesses and property owners are concerned with the quality of life and quality of the streets within the Historic District; and

WHEREAS, the City has studied various mechanisms for improving the quality of life and quality of business improvements within the area; 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 enacting the Washington Avenue Zoning Incentive ordinance codified at 142-309; and

WHEREAS, it would be in the City's best interest to extend the boundaries of the Washington Avenue Zoning Incentive ordinance to include the properties facing Washington Avenue, between 16th Street and 17th Street, located within the CD-3, Commercial - High

Intensity District to allow new hotel construction or conversion to hotel use, with the minimum hotel room unit size of 175 square feet, plus providing design regulations relating to same; and

WHEREAS, the amendment set forth below are necessary to accomplish the above objective.

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," of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended as follows:

* * *

Sec. 142-340 – ~~Reserved.~~ CD- 3 District, Washington Avenue between 16th Street and 17th Street development regulations and area requirements

The following regulations shall apply to the CD-3 properties that front Washington Avenue between 16th Street and 17th Street.

For new hotel construction or conversion to hotel use, the minimum hotel room unit size shall be 175 square feet provided that:

a. A minimum of 20 percent of the gross floor area of the hotel consists of hotel amenity space that is physically connected to and directly accessed from the hotel. Hotel amenity space includes the following types of uses, whether indoor or outdoor roof decks restaurants; bars; cafes; hotel business center; hotel retail; screening rooms; fitness center; spas; gyms; pools; pool decks; and other similar uses customarily associated with a hotel. Bars and restaurants shall count no more than 50 percent of the total hotel amenity space requirements.

b. Windows shall be required in all hotel rooms and shall be of dimensions that allow adequate natural lighting, as determined by the historic preservation board.

Sec. 142-341 through 142-360 Reserved.

* * *

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

First Reading: Second Reading:

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 11/18/15 Date

Verified by: _____
Thomas R. Mooney, AICP
Planning Director

Underline denotes new language
~~Strikethrough~~ denotes deleted language
Underline denotes language added at Second Reading

[Sponsored by Commissioner Michael Grieco]

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager

FROM: Micky Steinberg, Commissioner

DATE: November 18, 2015

SUBJECT: Agenda item for the December 9, 2015 City Commission Meeting

Please add to the December 9, 2015 City Commission agenda a referral to the Cultural Arts Council and the Finance and Citywide Projects Committee a discussion regarding incentivizing local theater in Miami Beach.

If you have any questions please do not hesitate to call our office.

Thank you.

Tathiane Trofino
MIAMI**BEACH**
On behalf of 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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C4 - Commission Committee Assignments

C4J Referral To Neighborhoods/Community Affairs Committee - Discussion Regarding Citywide Street Light And Coverage Audit.
(Sponsored by Commissioner Michael C. Grieco)

Agenda Item C4J
Date 12-9-05

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C4 - Commission Committee Assignments

C4K Referral To The Sustainability & Resiliency Committee - Discussion Regarding Potential Drafting Of Plastic Bag Ban Ordinance In Anticipation Of The State Pilot Program.
(Sponsored by Commissioner Michael C. Grieco)

Agenda Item C4K
Date 12-9-15

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C6

COMMISSION COMMITTEE 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: Jimmy L. Morales, City Manager

DATE: December 9, 2015

SUBJECT: **LAND USE AND DEVELOPMENT COMMITTEE MEETING OF OCTOBER 7, 2015**

A Land Use and Development Committee meeting was held on October 7, 2015. Land Use Committee Members in attendance were Commissioners Joy Malakoff and Jonah Wolfson. Commissioner Micky Steinberg was also in attendance. Members from the Administration, including, Susanne Torriente, Thomas Mooney, Carmen Sanchez, Eve Boutsis, Josiel Ferrer, and Michael Belush, as well as members of public, were also in attendance. Please see the attached sign-in sheet.

The meeting was called to order at 3:27 PM.

1. **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 July 29, 2015 LUDC Meeting
   Sponsored By City Commission
   May 20, 2015 City Commission Meeting, Item R5B)

MOTION: Continued to December 2, 2015 by Acclamation

2. **Discussion Regarding The Review Of All Planning Fees, Including Fees Associated With Plans Review, Board Applications And Other Ministerial Functions.**

   (Returning from the June 17, 2015 LUDC Meeting
   Sponsored By Commissioner Joy Malakoff
   June 10, 2015 City Commission Meeting, Item C4C)

AFTER-ACTION:
Carmen Sanchez provided an overview and background on the item.

Agenda Item C6A
Date 12-9-15

MOTION: JW/JM (2-0)
Recommend that the Ordinance be sent to the Planning Board with a favorable recommendation.

3. **Discussion Regarding Grade Elevations for New Construction.**
(Returning from the June 17, 2015 LUDC Meeting
Sponsored By City Commission
June 10, 2015 City Commission Meeting, Item C4E)

MOTION: Continued to December 2, 2015 by Acclamation

4. **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.**
(Returning from the June 17, 2015 LUDC Meeting
Sponsored By Commissioner Deede Weithorn
June 10, 2015 City Commission Meeting, Item C4F)

AFTER-ACTION:
Carmen Sanchez provided an overview and background on the item.

MOTION: JW/JM (2-0)
Recommend that the Ordinance be sent to the Planning Board with a favorable recommendation.

5. **Discussion Regarding Traffic Studies.**
(Returning From the September 9, 2015 LUDC Meeting
Sponsored By Commissioner Micky Steinberg
June 10, 2015 City Commission Meeting, Item C4H)

AFTER-ACTION:
Thomas Mooney introduced the item.
Josiel Ferrer explained Level of Service (LOS) and mitigation measures.

MOTION: JW/JM (2-0)
Recommend that the Ordinance be sent to the Planning Board with a favorable recommendation.

6. **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.**
(Returning From the September 9, 2015 LUDC Meeting
Sponsored By Vice-Mayor Jonah Wolfson
June 10, 2015 City Commission Meeting, Item C4M)
Verbal Report

MOTION: No Action: removed by acclamation

7. **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.**

(Returning From the September 9, 2015 LUDC Meeting
Sponsored By Vice Mayor Jonah Wolfson)
June 10, 2015 City Commission Meeting, Item R9I)
Verbal Report

MOTION: No Action: removed by acclamation

8. **Proposed Alton Road Alcoholic Beverage Establishment Overlay.**

(Returning from the September 9, 2015 LUDC meeting
Requested By the LUDC Committee
July 29, 2015 LUDC Meeting)

AFTER-ACTION:
Thomas Mooney provided a summary of the proposal for the overlay district in the area of 17th Street, Alton Rd, and West Avenue and relationship to Palm View district.
Mr. Freeman expressed concerns regarding setting standards for hours near Palm View residents.
Graham Penn expressed opposition for the Ordinance.

MOTION: JW/JM (2-0)
Refer the Ordinance to the December 9, 2015 meeting of the City Commission, without a recommendation, to consider transmitting the Ordinance to the Planning Board.

9. **Discussion Regarding The Vacation Of A Portion Of The Alley Between Alton Road And West Avenue, Just South Of 17th Street – As Part Of A Proposed Mixed Use Project That Will Include Residential, Retail And Structured Parking, Including Public Parking.**

(Returning from the September 9, 2015 LUDC Meeting
Sponsored By Commissioner Joy Malakoff
September 2, 2015 City Commission Meeting, Item C4I)
Verbal Report

MOTION: Continued to December 2, 2015 by Acclamation

10. **Proposed Amendment To Section 146-306 – Development Regulations In The CD-2 Commercial Medium Intensity District.**

(Returning from the September 9, 2015 LUDC Meeting
Sponsored By Commissioner Michael Grieco
September 2, 2015 City Commission Meeting, Item C4J)

AFTER-ACTION:
Thomas Mooney provided a summary of the proposal which would allow individual historic sites to take advantage of minimum room size requirements in the same manner as hotels located within a local historic district.
Monica Entin provided comment in support of the item

MOTION: JW/JM (2-0)
Recommend that the Ordinance be transmitted to the Planning Board with a favorable recommendation.

11. Washington Avenue Zoning Incentives
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 5, "Cd-2 Commercial, Medium Intensity District," To Establish Section 13-309, "Washington Avenue Development Regulations And Area Requirements," To Modify The Development Regulations For Properties Fronting Washington Avenue Between 6th Street And Lincoln Road; By Amending Chapter 130, "Off-Street Parking," Article Ii, "Districts; Requirements," To Establish Parking District 7 To Modify The Parking Requirements For The Properties Fronting Washington Avenue Between 6th Street And Lincoln; Providing For Codification; Repealer; Severability; And An Effective Date.

(Returning from the September 9, 2015 LUDC Meeting
Sponsored By Commissioner Joy Malakoff
September 2, 2015 City Commission Meeting, Item R5E)

AFTER-ACTION:
Thomas Mooney provided an overview and history on the item, including issues of building separation as referred to the Committee by the City Commission.
Michael Larkin representing the 600 block of Washington Avenue spoke on the issue of building separation.
Saul Gross indicated support for the language recommended by Michael Larkin, but that further amendments would need more study.
Graham Penn provided comments regarding cultural institutions and a proposal on the east side of Washington Avenue for increased height to 75 feet.
Commissioner Malakoff proposed bi-furcating the proposal presented by Graham Penn.
Commissioner Wolfson indicated that additional height is not warranted, and was not supportive of the changes, and that the biggest problem is that people are overpaying for property.
Ester Percal indicated that the problem is not enough people, and that it is not fair to limit incentives to only large properties.

MOTION:
No Action or recommendation provided

The meeting adjourned at 4:45 p.m.

NEXT MEETING DATE REMINDER:

December 2, 2015 (November 18, 2015 has been cancelled)

SMT

JLM/SMT/TRM/MAB
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LAND USE AND DEVELOPMENT COMMITTEE MEETING
October 7, 2015
City Commission Chambers

Attendance Sheet

NAME	CONTACT NUMBER	I WISH TO RECEIVE THE AGENDA ELECTRONICALLY	E-MAIL ADDRESS
1. Gordon Pearn	305 377 6229	Y	gpearn @ brzoninglaw.com
2. Jim Torrence	703-919-2630	✓	JEtorrence @ hotmail.com
3. Darryl Braun	917-747-9874 (c)	✓	darrylbraun5 @ AOL.com
4. Tim Wilcox	305-970-7147	✓	TW1828 @ aol.com
5. David Kelsey			@
6. James Wurst	305-443-5206	✓	jwurst @ nbww.com
7. Michael Welch	305 [redacted] 377-6231		@
8. SEBASTIEN GAI	786-671-8441		SGAY001 @ FIU.EDU
9. Sandro Starna	516-369-5069	✓	thestarnagroup @ gmail.com
10. Shay Kostiner	305-761-3500	✓	SK4inc @ gmail.com
11. [illegible]	305-766-0071	✓	JJ @ urbanrobot.net
12. Matt Amster	305 374 5300		mamster @ brzoninglaw.com
13. Esther Pascal	305.674.4022	✓	esther @ estherpascal.com
14. M. Marrero	305-377-6238	✓	mmarrero @ brzoninglaw.com
15. Ceci Velasco	3055288125	✓	Ceci @ mangos.com.
16.			@
17.			@
18.			@
19.			@
20.			@

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MIAMIBEACH

OFFICE OF THE CITY MANAGER

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: October 28, 2015

SUBJECT: REPORT OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE (NCAC) MEETING ON WEDNESDAY, OCTOBER 28, 2015

A meeting of the Neighborhood/Community Affairs Committee was held on Wednesday, October 28, 2015 at 10:02am in the Commission Chamber, 3rd Floor of City Hall. Commissioners in attendance: Commissioners Michael Grieco and Micky Steinberg. Members from the administration and the public were also in attendance.

THE MEETING OPENED AT 10:00 A.M.

1. **Discussion Regarding The Possible Appointment Of A Dedicated Liaison To The 41st Street Corridor.**
   Commission Item C4H, October 16, 2013
   (Requested by Commissioner Tobin)

   AFTER-ACTION
   Jay Fink, Assistant Director of Public Works, presented the item. Jay Fink says that Public Works has placed Kaylee Alayon in charge of the 41st Street Corridor. Jay Fink said that in the past, misaligned or missing bricks, power outages, coordinating storm draining with FDOT and placing trash cans along strategic areas have been addressed for the 41st street corridor.

   Kaylee Alayon, Sanitation Operations Supervisor, said there has been a lot of progress with interdepartmental cooperation from Parks and Recreation and Police. Kaylee Alayon suggested putting on Christmas lights for the upcoming holiday season.

   Commissioner Steinberg suggested Kaylee Alayon do an assessment of how many trash bins were in each block. Kaylee Alayon said there is a trash bin on each block, and on intersections with higher than average traffic, there are 4 trash bins. This includes Sheridan Avenue, Pine Tree Drive, and Royal Palm. Commissioner Steinberg said she would like to see that list. Alberto Zamora, Sanitation Director, said that Public Works had that list mapped out on GIS and would provide it to Commissioner Steinberg. Al Zamora also said that an additional 30 cans have been ordered by CIP, and separately, 100 more trash bins have been ordered for the 2016 fiscal year.

   Commissioner Grieco suggested that Kaylee Alayon focus on the alleys in this area as well. Commissioner Grieco also suggested that Public Works look into the pooling of water by the sidewalk by Roasters' n Toasters. Jay Fink said he would follow up with

Agenda Item C6B
Date 12-9-15

Eric Carpenter.

Commissioner Steinberg inquired about a beat cop for the area. Kaylee Alayon was unaware of one, but Assistant City Manager Kathie Brooks said she would follow up to ensure that Police was informed regarding that inquiry.

DIRECTION: Come back with Police to the next NCAC meeting.

2. **Discussion Regarding Revisions To The Beachfront Concession Rules And Regulations.**
Commission Item C4F, January 15, 2014
(Requested by Office of the City Manager)

AFTER-ACTION
Max Sklar, Director Tourism, Culture, and Economic Development, asked for a continuance on this item. Max Sklar said that there are still some revisions that need to be made, and has a meeting with the Legal Department coming up to discuss this item.

Morrie Sunshine, member of the Marine and Waterfront Committee, spoke about some resolutions that his committee had passed. Commissioner Grieco said that the NCAC needs to see the product from the ad hoc Beach Management Advisory Committee prior to addressing the resolutions from the Marine and Waterfront Committee.

DIRECTION: Come back to the next NCAC meeting.

3. **Report From Miami-Dade County Public Schools On The Status Of The Action Plan Related To Nautilus Middle School And Progress To Date.**
Commission Item R9E, October 22, 2014
(Requested by Commissioner Tobin)

AFTER-ACTION
Dr. Leslie Rosenfeld, Chief Learning Officer, presented this item. The item was a follow up to the action plan that was submitted to the City in July 2013. Rene Bellmas, principal of Nautilus Middle School, was also present. Rene Bellmas said over 60% of his teachers participated in the IB workshop that took place in the summer, and all had very good reviews.

Rene Bellmas said that the state had not yet released the "pass or fail" cut scores. However, the principal said that the T-scores had been released. Rene Bellmas said that Nautilus is at a 50 for reading and math, and the national average was also 50. Rene Bellmas said the he had "pass or fail" scores based on end of course assessments (EOC). Rene Bellmas listed that there was a 60% pass rate in civics, 90% pass rate in biology, 90% pass rate in Algebra and a 97% pass rate in Geometry.

Rene Bellmas said that the students learning English scored above the district average on the CELLA Assessment, and 91% of the ASD students scored in the highest levels in alternate assessments. Rene Bellmas also said that Nautilus is Tier 1 school. The principal also said that the region conducted a site review on September 25th and noted

that an area of improvement was academic rigor and academic writing.

Rene Bellmas said that the climate survey results indicates that 83% of parents feel the school is safe and secure, 88% of the parents like the choice of the educational program, 74% of parents feel that their child's teachers are making learning interesting, 88% of parents say that the school is effectively teaching students and 81% of parents say that staff helps their child learn.

Commissioner Steinberg asked how these results were in comparison to the previous years. Rene Bellmas said that there were 36 items on the parent survey, and 30 items improved. Rene Bellmas also said that all items that were on the staff and student survey had improved compared to climate surveys from two years ago. Rene Bellmas said that PTA enrollment was growing.

Commissioner Grieco asked about the flooding in their parking lot. Rene Bellmas said that was being addressed, and they were looking into a long term solution.

DIRECTION: Commissioner Steinberg asked Leslie Rosenfeld to come back to NCAC when Nautilus had received their cut scores.

4. **Discussion Regarding A Competition Swimming Pool.**
Commission Item C4K, June 10, 2015
(Requested by Commissioner Malakoff)

AFTER-ACTION
Liz Valera, Deputy Director for Parks and Recreation, presented the item. Liz Valera reminded the committee that the Commission approved a feasibility/ cost study for the competition pool. Liz Valera referred to the documents in the agenda which illustrated the footprint of competition pools and Olympic-size swimming pools in several different city parks, including Flamingo Park and Scott Rakow.

Commissioner Grieco said that Flamingo Park should not be considered as a location for the pool. He said that Indian Beach and Normandy would be the most feasible out of the options presented.

Commissioner Steinberg said that this discussion should wait until commissioner Malakoff was present, as she had sponsored the item.

Liz Valera said she would continue with the consultant study and come back with their recommendations.

DIRECTION: Come back to the next NCAC meeting.

5. **Discussion Regarding Naming The Accessible Beach And Playground At Allison Park, 65th Street And Collins Avenue, "Sabrina's Beach And Playground At Allison Park."**
Commission Item C4L, April 15, 2015
(Requested by Commissioner Tobin)

AFTER-ACTION
Liz Valera, Deputy Director for Parks and Recreation, presented the item. Liz Valera said that the recommendation from Parks and Recreation was to wait until March. Liz Valera said there was a referendum regarding the wellness center, and Parks and Recreation would like to wait until that is approved by Commission before moving forward with this item.

NO ACTION TAKEN.

6. **Update On Muss Park Pavilion.**
NCAC Agenda Item 8, July 31, 2015 Meeting Referral
(Requested by Commissioner Tobin)

AFTER-ACTION:
David Martinez, CIP Director, presented this item. David Martinez informed the committee that the project had begun two weeks before the meeting and CIP had engaged Douglas Wood & Associates to move forward with the design of the pavilion. Douglas Wood will have a team of an additional 6 sub-consultants to develop the design. David Martinez said CIP could come back in 3 months, after DRB has seen the design. David Martinez provided a timeline and said that it would take 7 months to go through the design process, 3-4 months for permitting and procurement, and groundbreaking should be September 2016. Construction is estimated to take 7 months.

David Martinez said the initial concept should be submitted to DRB in time for their January or February meeting. Commissioner Steinberg said that the initial concept should be brought before the committee if it did not delay the process.

DIRECTION: Come back to NCAC when the initial concept is available.

7. **A Discussion Regarding The Convention Center Park And Veteran's Plaza.**
Commission Item C4G, September 2, 2015
(Requested by Office of the City Manager)

AFTER-ACTION
Maria Hernandez, Capital Projects Director for the Convention Center District, asked for a continuance on this item until the next NCAC meeting.

NO ACTION TAKEN.

8. **A Discussion Regarding The July 4th Celebration.**
Commission Item C4F, September 2, 2015
(Requested by Tourism, Culture, and Economic Development)

AFTER-ACTION
Max Sklar, Director Tourism, Culture, and Economic Development, presented this item. Max Sklar said that the for the last two years, the Fourth of July event has taken place in North Beach, and prior to that it alternated between North Beach and South Beach. In the last two years, the Ocean Drive Association worked with the City to make sure there were also fireworks in South Beach. Max Sklar said the City helped partially fund the fireworks in South Beach. Max Sklar asked where the Commission desired to have the fireworks this year.

Commissioner Grieco and Commissioner Steinberg agreed that the fireworks should take place in both North Beach and South Beach; however, the main event should take place in North Beach for another year.

NO ACTION TAKEN.

9. **Discussion Regarding Multi-Use Asphalt Skate/Bike Pump Track In North Beach.**
Commission Item C4C, October 14, 2015
(Requested by Commissioner Grieco)

AFTER-ACTION
John Rebar, Parks and Recreation Director, presented the item. Commissioner Grieco asked John Rebar where a skate/bike pump track could fit in the City. Based off an acreage standpoint, John Rebar said that the track could fit in the North Shore Open Space Park. John Rebar said he did not know if it would fit into the masterplan, and noted the City was under the Cone of Silence while they finalized that plan. John Rebar said he did not have a recommendation at that moment.

Commissioner Grieco said he simply wanted to have a public conversation about this. Commissioner Grieco inquired about the parking area by the North Beach library and said that the parking lot seemed underutilized. Commissioner Grieco said that the City should look into the activation of that area.

Jonathan Strauss, member of the public, approached the dais and said that the creation of this track would be great for the community. Commissioner Grieco asked Jonathan to reach out to John Rebar to help conceptualize this idea.

DIRECTION: Come back to the next NCAC meeting.

10. **Monthly Crime Statistics Report. (Recurring Item On A Monthly Basis)**
Commission Item R9D, April 13, 2011
(Requested by Commissioner Tobin)

AFTER-ACTION
David Hernandez, Police Lieutenant, presented this item. David Hernandez said that the Police Department had faced some difficulties in the Middle District with robberies in

scooter thefts reported throughout the whole city. David Hernandez also talked about an incident where a baby fell overboard from a family's boat. The Department of Children and Families, as well as Police, are involved to see if there is any criminal intent. David Hernandez said there was also a tragic traffic fatality where the suspect fled the scene, and said that Police had identified a suspect.

David Hernandez said there were 649 homeless referrals for this year, including 25 March Man Acts, 21 Baker Acts, 226 misdemeanor cases and 19 felonies.

Commissioner Grieco inquired over robbery and beach theft statistics. David Hernandez said there were 1428 beach thefts through September 27, for the calendar year, and 312 robberies for the calendar year.

NO ACTION TAKEN.

Meeting adjourned at 11:13 A.M.

MIAMIBEACH

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 9, 2015

SUBJECT: MEETING OF THE SUSTAINABILITY AND RESILIENCY COMMITTEE (SRC) ON WEDNESDAY, OCTOBER 28, 2015

A meeting of the Sustainability and Resiliency Committee was held on Wednesday, October 28, 2015, in the Commission Chambers, 3rd Floor of City Hall. Commissioners in attendance: Commissioner Michael Grieco and Commissioner Micky Steinberg. Members from the administration and the public were also in attendance

Meeting was called to order at: 3:01 PM

1. **Mayor's Blue Ribbon Panel on Flooding and Sea Level Rise Update**

AFTER-ACTION:
Scott Robins, Committee Chairman presented the item. He stated that September tides were approximately 3" to 4" higher than expected and added that Indian Creek Drive between 28th and 36th street was impassible during this period. He explained that in order to avoid this issue during future king tide periods, the Public Works department installed a barrier that was able to minimize the effect of the high tides within that area of the City.

Mr. Robins added that the visited Tallahassee with Mayor Levine and City staff to speak to the Secretary of Transportation regarding Indian Creek Drive. He explained that Indian Creek Drive is a state road and the seawall is owned by a number of property owners. The City will continue collaborating with the State to address this concern.

Commissioner Grieco added that he would like the Public Works department to reprioritize areas of the City that need to be addressed quicker than what was originally planned.

MOTION: No further action taken.

2. **Sustainability Committee Update**

AFTER-ACTION
Dave Doebler, Committee Chairman presented the item. He provided an update of the October 22, 2015 Sustainability Committee Meeting. He explained that Mark Williams, Urban Forester gave an overview of the tree ordinance. He added that the committee recommends incorporating additional fruit trees throughout the City.

Commissioner Steinberg asked if there was a pre-king tide action plan in place to avoid debris from entering the waterways. Eric Carpenter, Assistant City Manager stated that as part of their Standard Operating Procedures and DERM requirements, the City is require to vacuum the pump

system before and after the tides.

MOTION: The Sustainability Committee recommends that Sustainability and Resiliency Committee approve higher penalties for the removal of trees and to address penalties per tree and not per violation as the ordinance currently stands.

Motion made by Commissioner Steinberg, Seconded by Commissioner Grieco.

3. **Discussion Regarding AECOM's progress on the Development of the City's Comprehensive Resiliency Program**

AFTER-ACTION
Marcia Tobin, Vice President of Planning + Design for AECOM presented the item. In her presentation, she highlighted that the objectives of the resiliency program are to build resiliency into future development, protect existing built environment/infrastructure, and to maintain economic viability. She added that the following five immediate actions are recommended for implementation:

- Standardizing a minimum base flood elevation of 8' NAVD
- Define free board as base flood elevation (BFE) + 1' with an allowance of up to an additional 2' (residential - new construction/renovation)
- Raise freeboard to BFE + 3' with an additional 2' for a total of 5' (residential)
- Define seawall elevations at 4.0' NAVD for residential renovations allowance up to 5.7' NAVD
- Raise minimum lot elevation to 5'

MOTION: Item referred to the Land Use and Development Committee (LUDC) with a favorable recommendation.

Moved by Commissioner Steinberg, seconded by Commissioner Grieco.

4. **Discussion Regarding the Incorporation of Green Alleys**

AFTER-ACTION
Elizabeth Wheaton, Assistant Building Director presented the item. She explained that at the last Commission Meeting, the Betsy Hotel asked for air rights to install a pedestrian bridge in the alley behind their property. As part of the project, they are required to use $215k for improving their alley. The City will be working with the developer on creating the first green alley in this area.

Commissioner Grieco asked that staff research and incorporate the alleys behind the properties on 41 street.

MOTION: Item approved by acclimation.

5. **Discussion to Improve the Resiliency of Government Buildings and Operations to Reduce and Mitigate the Impacts of Greenhouse Gases**.

AFTER-ACTION:
Susanne Torriente presented the item. She explained that this effort will allow the City to address climate change, adaption and mitigation comprehensively. She added that the current sustainability a plan will be updated and that it will incorporate all departments. A core team will be identified to help further develop the plan

Commissioner Steinberg explained that this strategy goes beyond just changing fleet and other interdepartmental challenges. This strategy will address the issues as a whole. She also requested that the action plan incorporate real attainable goals.

Commissioner Grieco asked that a list of action items be provided at the next committee meeting.

MOTION: Item to be continued to the December 18, 2015 Sustainability and Resiliency Committee.

6. **Discussion Regarding Seawalls, Policy and Enforcement**

AFTER-ACTION:
Item presented by Scott Robins, Chair of Blue Ribbon panel on Flooding and Sea level rise. He explained that with the AECOM recommendation, residential properties are allowed to build up to 4' NAVD seawall that can be designed to go as high up as 5.7' NAVD . This specific design will allow properties to build upon their existing seawalls without the need of tearing the entire wall down.

Eric Carpenter, City Manager added that Indian Creek is an example of the problems encountered with seawalls that are owned by many entities. He explained that this is something that could potential happen in other areas of the City and that code provisions may need to be established. He added that the pumps, seawalls and, the raising of the streets are all factors that need to be considered when addressing flooding concerns.

Members of the public addressed the committee.

MOTION: No further action taken.

Meeting adjourned at 4:15 PM

JLM/ SMT/ EWS/YP

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RESOLUTIONS

Condensed Title:

A Resolution Authorizing The City Manager or his designee to apply for and accept five (5) grants.

Key Intended Outcome Supported:

1) 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, and maximize the Miami Beach brand as a world class destination; 2) Ensure reliable stormwater management and resiliency against flooding by implementing select short and long-term solutions including addressing sea-level rise; 3) Maximize the Miami Beach brand as a world class destination; 4) Achieve educational (K-12) excellence; and 5) Ensure reliable stormwater management and resiliency against flooding by implementing select short and long-term solutions including addressing sea-level rise.

Supporting Data: 2014 Community Satisfaction Survey and other data: 1) "Addressing flooding" was listed by 11% of residents as one of the ways to improve the quality of life in Miami Beach and "Improve traffic" and "Increase and improve public transportation" were both among the top ten recommendations of how to best improve the quality of life in Miami Beach; 2) Storm drainage remains a difficult and declining issue as only 25% of residents rated it as excellent or good; 3) Just over five in ten residents (53%) rated cleanliness of canals and waterways as excellent or good; 4) Education Compact signed in 2008 includes the outcome to enhance the health and well-being of children in Miami Beach, with the specific initiative to increase visits by the UM Mobile Clinic or similar, for ease of access to free healthcare; and 5) Ratings for storm drainage continued downward as only three out of ten business owners (31%) rating it as excellent or good.

Item Summary/Recommendation:

A resolution retroactively approving and authorizing the City Manager or his designee to apply for, accept, and execute any and all documents or agreements in connection with grants and funding requests from the following sources, and authorizing the appropriation of such funds (including matching funds and any related expenses): 1) Knight Foundation for the Knight Cities Challenge; 2) Florida Department of Environmental Protection, Coastal Partnership Initiative for the Florida Coastal Management Program, in the approximate amount of $30,000; 3) National Oceanic and Atmospheric Administration for the Community-based Marine Debris Removal Program, in the approximate amount of $100,000; 4) Robert Wood Johnson Foundation, Culture of Health Prize, in the approximate amount of $25,000; and 5) U.S. Environmental Protection Agency, Urban Waters Small Grant in the amount of $60,000.

Financial Information:

Source of funds	#	Grant Name/Project	Approx. Award	Approximate Match Amount/Source
	1	Knight Foundation/Knight Cities Challenge	Amount to be determined by the Knight Foundation	N/A
N.D. →	2	Coastal Partnership Initiative/Florida Coastal Management Program	$30,000	$30,000/previously awarded for this project by Florida Inland Navigation District
	3	National Oceanic and Atmospheric Administration/Litter Prevention and Enforcement	$100,000	$100,000/$30,000 from Police Department Operating Budget and $70,000 from Environmental & Sustainability Division
	4	Robert Wood Johnson Foundation/Culture of Health Prize	$25,000	N/A
	5	Environmental Protection Agency/Urban Waters Small Grant	$60,000	$4,000/Public Works Operating Budget FY 2016

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

AGENDA ITEM C7A

DATE 12-9-15

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: December 9, 2015

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RETROACTIVELY APPROVING AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO APPLY FOR, ACCEPT, AND APPROPRIATE FUNDING (INCLUDING MATCHING FUNDS AND ANY RELATED CITY EXPENSES), AND EXECUTE ANY AND ALL DOCUMENTS OR AGREEMENTS IN CONNECTION WITH GRANTS AND FUNDING REQUESTS FROM THE FOLLOWING SOURCES: 1) KNIGHT FOUNDATION FOR THE KNIGHT CITIES CHALLENGE; 2) FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, COASTAL PARTNERSHIP INITIATIVE FOR THE FLORIDA COASTAL MANAGEMENT PROGRAM, IN THE APPROXIMATE AMOUNT OF $30,000; 3) NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION FOR THE COMMUNITY-BASED MARINE DEBRIS REMOVAL PROGRAM, IN THE APPROXIMATE AMOUNT OF $100,000; 4) ROBERT WOOD JOHNSON FOUNDATION, CULTURE OF HEALTH PRIZE, IN THE APPROXIMATE AMOUNT OF $25,000; AND 5) U.S. ENVIRONMENTAL PROTECTION AGENCY, IN THE AMOUNT OF $60,000.

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

1. Retroactive approval to submit an application to the Knight Foundation for the Knight Cities Challenge.

The Knight Cities Challenge seeks new ideas from innovators with a focus on one or all of the three key drivers of city success: Talent (ideas that help cities attract and keep talented people); Opportunity (ideas that expand economic prospects by breaking down divides and connecting people); and Engagement (ideas that spur connection and civic involvement).

The City has submitted two applications for this challenge. The first application intends to transform local alleys into "green alleys", creating safe, attractive, and functional social spaces that foster community cohesion. The City proposes transforming underutilized

South Beach alleys into functional social spaces by not only improving the basic condition of our local alleys, but also incorporating a design aesthetic. The improved spaces will utilize green infrastructure, reducing the stormwater burden on the City's combined sewer system, while adding visual interest to the alley through plantings and lighting.

The second application intends to activate Miami Beach's waterway transportation network and environmental corridor through a kayak-sharing program that connects the public to our ecosystems. Miami Beach has 65 miles of waterways that interconnect our community's 23 islands. This project will establish innovative and low-cost kayak-sharing stations and will jump-start engaging educational programs that promote our climate resiliency and foster awareness about our unique coral, mangrove, and seagrass ecosystems. Shared kayak stations will link residents and visitors who may not have the financial means to access our valuable waterways. This program further diversifies our alternative transportation options.

The Knight Foundation has $5 million available for the Knight Cities Challenge, and they may award any amount to selected projects. Matching funds are not required. This project supports the key intended outcomes to ensure reliable stormwater management and resiliency against flooding by implementing select short and long-term solutions including addressing sea-level rise, to ensure comprehensive mobility addressing all modes throughout the City, and to maximize the Miami Beach brand as a world class destination.

2. Retroactive approval to submit an application to Florida Department of Environmental Protection, Coastal Partnership Initiative for the Florida Coastal Management Program, in the approximate amount of $30,000.

Florida Department of Environmental Protection provides federal funding through the Coastal Partnership Initiative (CPI), Florida Coastal Management Program to coastal counties and municipalities within their boundaries to promote the protection and effective management of Florida's coastal resources.

The City has applied for funding for the Indian Creek Park Shoreline Stabilization and Protection project, which would promote the following three CPI priority areas: Resilient Communities, Access to Coastal Resources, and Working Waterfronts.

Located at the southernmost entrance of North Beach by the 63rd Street Bridge, Indian Creek Park extends north along the water and west of Indian Creek Drive, running parallel to a waterway where Biscayne Bay meets Lincoln Road, and along Dade Boulevard. The City plans to integrate a hybrid shoreline stabilization system to the Indian Creek Park seawall, including 'living shorelines'. This will provide shoreline protection to one of the key connection sites within the City. In addition, integrating green infrastructure will provide protection to surrounding riparian and intertidal environment, create habitat for aquatic and terrestrial species, and improve the water quality via filtration of upland run-off. The project will also include an ADA-accessible kayak launch, which will provide access to several canals throughout the Atlantic Intracoastal waterways. The City also anticipates having educational signage at the project site.

The City has requested $30,000 from NOAA and the requested grant dollars will be matched with $30,000 in funds previously awarded for this project by Florida Inland Navigation District. This project supports the key intended outcomes to ensure reliable stormwater management and resiliency against flooding by implementing select short and long-term solutions including addressing sea-level rise.

3. Retroactive approval to submit an application to the National Oceanic and Atmospheric Administration (NOAA) for the Community-based Marine Debris Removal Program, in the approximate amount of $100,000.

The NOAA Marine Debris Program offers funding that supports locally driven, community-based marine debris prevention and removal projects. These projects benefit coastal habitat, waterways, and wildlife including migratory fish.

The City of Miami Beach's Community-based Marine Debris Removal program will include costs associated with the removal and disposal of derelict vessels (along with the associated environmental testing/monitoring of vessel sites), the implementation of a litter prevention campaign, and the execution of a beach cleanup. The proposed project will benefit both Miami Beach's natural habitat as well as those who utilize it by preventing littering on our beaches and creating an advertising/PR campaign in coordination with hotels and the business sector.

The City has requested $100,000 from NOAA and the grant requires matching funds. The Police Department will provide matching funds in the amount of $30,000 to support the removal of derelict vessels. The Environmental & Sustainability Division will provide matching funds in the amount of $70,000 to support the anti-litter campaign activities. This project supports the key intended outcomes to maximize the Miami Beach brand as a world class destination.

4. Retroactive approval to submit an application to the Robert Wood Johnson Foundation, Culture of Health Prize, in the approximate amount of $25,000.

The Robert Wood Johnson Foundation (RWJF) Culture of Health Prize honors and elevates U.S. communities that are making great strides in their journey toward better health. Winning communities will each receive a $25,000 cash prize. Up to 10 RWJF Culture of Health Prize winning communities will be honored in 2016 and each will receive a $25,000 cash prize.

The City has applied for funding to support the following four initiatives: a Nurse Initiative, providing on-site healthcare and partnering with neighboring municipalities and other key stakeholders; the Miami Beach Parent Program and Mobile Clinic, coordinating visits from the Mobile Pediatric Clinic and creating the Miami Beach Parent Program; Health and Wellness Education, supporting prevention and intervention strategies through the City's Parks & Recreation Department to promote health and well-being of youth; and Success University, providing a special Care Coordination Plan with recommendations specialized for family's needs. The City will collaborate with the Miami Beach Chamber of Commerce on this project. Matching funds are not required

for this grant application. This project supports the key intended outcome to achieve educational (K-12) excellence.

5. Retroactive approval to submit an application to the US Environmental Protection Agency, Urban Waters Small Grant in the amount of $60,000.

The mission of EPA's Urban Waters Program is to help local residents and their organizations, particularly those in underserved communities, restore their urban waters in ways that also benefit community and economic revitalization. EPA seeks to fund projects that address urban runoff pollution through diverse partnerships that produce multiple community benefits, with emphasis on underserved communities. As such, EPA is soliciting proposals from eligible applicants for projects that will advance their water quality and environmental justice goals.

The City has applied for a grant for the Indian Creek seawall to conduct a study with the primary goal of future implementation of a hybrid seawall consisting of both concrete and vegetation, which will mitigate future global sea-level rise, and directly impacts local water quality related to urban runoff pollution. The project will improve water quality and will also enhance the natural environment. A secondary aspect of the project is to improve the drainage system in order to discharge stormwater into Indian Creek Waterway during incidents of high water in the creek. The City has applied for funding in the amount of $60,000. The grant requires a $4,000 match, which will be provided from the Public Works Department budget. This project supports the key intended outcome to ensure reliable stormwater management and resiliency against flooding by implementing select short and long-term solutions including addressing sea-level rise.

The City Commission did not hold a regular Commission Meeting during the month of November 2016. As such, the Administration has submitted the above grant applications and seeks retroactive approval.

CONCLUSION

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, retroactively approving and authorizing the City Manager or his designee, to apply for, accept, and appropriate funding (including matching funds and any related City expenses), and execute any and all documents or agreements in connection with grants and funding requests from the following sources: 1) Knight Foundation for the Knight Cities Challenge; 2) Florida Department of Environmental Protection, Coastal Partnership Initiative for the Florida Coastal Management Program, in the approximate amount of $30,000; 3) National Oceanic and Atmospheric Administration for the Community-based Marine Debris Removal Program, in the approximate amount of $100,000; 4) Robert Wood Johnson Foundation, Culture of Health Prize, in the approximate amount of $25,000; and 5) U.S. Environmental Protection Agency, Urban Waters Small Grant in the amount of $60,000.

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RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RETROACTIVELY APPROVING AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO APPLY FOR, ACCEPT, AND APPROPRIATE FUNDING (INCLUDING MATCHING FUNDS AND ANY RELATED CITY EXPENSES), AND EXECUTE ANY AND ALL DOCUMENTS OR AGREEMENTS IN CONNECTION WITH GRANTS AND FUNDING REQUESTS FROM THE FOLLOWING SOURCES: 1) KNIGHT FOUNDATION FOR THE KNIGHT CITIES CHALLENGE; 2) FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, COASTAL PARTNERSHIP INITIATIVE FOR THE FLORIDA COASTAL MANAGEMENT PROGRAM, IN THE APPROXIMATE AMOUNT OF $30,000; 3) NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION FOR THE COMMUNITY-BASED MARINE DEBRIS REMOVAL PROGRAM, IN THE APPROXIMATE AMOUNT OF $100,000; 4) ROBERT WOOD JOHNSON FOUNDATION, CULTURE OF HEALTH PRIZE, IN THE APPROXIMATE AMOUNT OF $25,000; AND 5) U.S. ENVIRONMENTAL PROTECTION AGENCY, IN THE APPROXIMATE AMOUNT OF $60,000.

WHEREAS, City staff has requested retroactive approval of the City Commission to submit an application to the Knight Foundation for the Knight Cities Challenge (the "Challenge"), the details of which are as follows:

- City staff has submitted two applications for the Challenge.
- The Challenge seeks new ideas from innovators with a focus on one or all of the three key drivers of City success: Talent (ideas that help cities attract and keep talented people); Opportunity (ideas that expand economic prospects by breaking down divides and connecting people); and Engagement (ideas that spur connection and civic involvement).
- The first application intends to transform local alleys into "green alleys," creating safe, attractive, and functional social spaces that foster community cohesion.
- The City proposes transforming underutilized South Beach alleys into functional social spaces by not only improving the basic condition of our local alleys, but also incorporating a design aesthetic.
- The improved spaces will utilize green infrastructure, reducing the stormwater burden on the City's combined sewer system, while adding visual interest to the alleys through plantings and lighting.

- The second application intends to activate the City's waterway transportation network and environmental corridor through a kayak-sharing program that connects the public to our ecosystems.

- The City has 65 miles of waterways that interconnect our community's 23 islands.

- This project will establish innovative and low-cost kayak-sharing stations and will jump-start engaging educational programs that promote our climate resiliency and foster awareness about our unique coral, mangrove, and seagrass ecosystems.

- Shared kayak stations will link residents and visitors who may not have the financial means to access our valuable waterways.

- This program further diversifies our alternative transportation options.

- The Knight Foundation has $5 million available for the Challenge, and it may award any amount to selected projects.

- Matching funds are not required.

- This project supports the key intended outcomes to ensure reliable stormwater management and resiliency against flooding by implementing select short and long-term solutions including addressing sea-level rise, to ensure comprehensive mobility addressing all modes throughout the City, and to maximize the Miami Beach brand as a world class destination; and

WHEREAS, City staff has requested retroactive approval of the City Commission to submit an application to the Florida Department of Environmental Protection ("DEP"), Coastal Partnership Initiative for the Florida Coastal Management Program, in the approximate amount of $30,000, the details of which are as follows:

- The DEP provides federal funding through the Coastal Partnership Initiative (CPI), Florida Coastal Management Program to coastal counties and municipalities within their boundaries to promote the protection and effective management of Florida's coastal resources.

- City staff has applied for funding for the Indian Creek Park Shoreline Stabilization and Protection project, which would promote the following three CPI priority areas: Resilient Communities, Access to Coastal Resources, and Working Waterfronts.

- Located at the southernmost entrance of North Beach by the 63rd Street Bridge, Indian Creek Park extends north along the water and west of Indian Creek Drive, running parallel to a waterway where Biscayne Bay meets Lincoln Road, and along Dade Boulevard.

- The City plans to integrate a hybrid shoreline stabilization system to the Indian Creek Park seawall, including 'living shorelines'.

- This will provide shoreline protection to one of the key connection sites within the City.

- In addition, integrating green infrastructure will provide protection to surrounding riparian and intertidal environment, create habitat for aquatic and terrestrial species, and improve the water quality via filtration of upland run-off.

- The project will also include an ADA-accessible kayak launch, which will provide access to several canals throughout the Atlantic Intracoastal waterways.

- The City also anticipates having educational signage at the project site.

- The City has requested $30,000 from the National Oceanic and Atmospheric Administration (NOAA) and the requested grant dollars will be matched with $30,000 in funds previously awarded for this project by Florida Inland Navigation District.

- This project supports the key intended outcome to ensure reliable stormwater management and resiliency against flooding by implementing select short and long-term solutions including addressing sea-level rise; and

WHEREAS, City staff has requested retroactive approval of the City Commission to submit an application to NOAA for the Community-based Marine Debris Removal Program, in the approximate amount of $100,000, the details of which are as follows:

- The NOAA Marine Debris Program offers funding that supports locally driven, community-based marine debris prevention and removal projects.

- These projects benefit coastal habitat, waterways, and wildlife including migratory fish.

- The City of Miami Beach's Community-based Marine Debris Removal program will include costs associated with the removal and disposal of derelict vessels (along with the associated environmental testing/monitoring of vessel sites), the implementation of a litter prevention campaign, and the execution of a beach clean-up.

- The proposed project will benefit both the City's natural habitat as well as those who utilize it by preventing littering on our beaches and creating an advertising/PR campaign in coordination with hotels and the business sector.

- City staff has requested $100,000 from NOAA and the grant requires matching funds.

- The City's Police Department will provide matching funds in the amount of $30,000 to remove derelict vessels.

- The City's Environmental & Sustainability Division will provide matching funds in the amount of $70,000 to support the anti-litter campaign activities.

- This project supports the key intended outcome to maximize the Miami Beach brand as a world class destination; and

WHEREAS, City staff has requested retroactive approval of the City Commission to submit an application to the Robert Wood Johnson Foundation, Culture of Health Prize, in the approximate amount of $25,000, the details of which are as follows:

- The Robert Wood Johnson Foundation (RWJF) Culture of Health Prize honors and elevates U.S. communities that are making great strides in their journey toward better health.

- Winning communities will each receive a $25,000 cash prize. Up to 10 RWJF Culture of Health Prize winning communities will be honored in 2016 and each will receive a $25,000 cash prize.

- City staff has applied for funding to support the following four initiatives: a Nurse Initiative, providing on-site healthcare and partnering with neighboring municipalities and other key stakeholders; the Miami Beach Parent Program and Mobile Clinic, coordinating visits from the Mobile Pediatric Clinic and creating the Miami Beach Parent Program; Health and Wellness Education, supporting prevention and intervention strategies through the City's Parks & Recreation Department to promote health and well-being of youth; and Success University, providing a special Care Coordination Plan with recommendations specialized for family's needs.

- The City will collaborate with the Miami Beach Chamber of Commerce on this project.

- Matching funds are not required for this grant application.

- This project supports the key intended outcome to achieve educational (K-12) excellence; and

WHEREAS, City staff has requested retroactive approval of the City Commission to submit an application to the US Environmental Protection Agency ("EPA"), Urban Waters Small Grant in the amount of $60,000, the details of which are as follows:

- The mission of EPA's Urban Waters Program is to help local residents and their organizations, particularly those in underserved communities, restore their urban waters in ways that also benefit community and economic revitalization.

- EPA seeks to fund projects that address urban runoff pollution through diverse partnerships that produce multiple community benefits, with emphasis on underserved communities.

- As such, EPA is soliciting proposals from eligible applicants for projects that will advance their water quality and environmental justice goals.

- The City has applied for a grant for the Indian Creek seawall to conduct a study with the primary goal of future implementation of a hybrid seawall consisting of both concrete and vegetation, which will mitigate future global sea-level rise, and directly impacts local water quality related to urban runoff pollution.

- The project will improve water quality and will also enhance the natural environment.

- A secondary aspect of the project is to improve the drainage system in order to discharge stormwater into Indian Creek Waterway during incidents of high water in the creek.

- The City has applied for funding in the approximate amount of $60,000.

- The grant requires a $4,000 match, which will be provided from the City's Public Works Department budget.

- This project supports the key intended outcome to ensure reliable stormwater management and resiliency against flooding by implementing select short and long-term solutions including addressing sea-level rise; and

WHEREAS, the City Commission did not hold a regular Commission Meeting during the month of November 2015 and, as such, the Administration has submitted the above grant applications and seeks retroactive approval.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH that the Mayor and City Commission of the City of Miami Beach, Florida hereby approve and authorize the City Manager, or his designee, to apply for, accept, and execute any and all documents or agreements in connection with grants and funding requests from the following sources, and authorizing the appropriation of such funds (including matching funds and any related City expenses): 1) Knight Foundation for the Knight Cities Challenge; 2) Florida Department of Environmental Protection, Coastal Partnership Initiative for the Florida Coastal Management Program, in the approximate amount of $30,000; 3) National Oceanic and Atmospheric Administration for the Community-based Marine Debris Removal Program, in the approximate amount of $100,000; 4) Robert Wood Johnson Foundation, Culture of Health Prize, in the approximate amount of $25,000; and 5) U.S. Environmental Protection Agency, Urban Waters Small Grant in the approximate amount of $60,000.

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 DT 12-1-15 Date

JLM/JW/JH
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Condensed Title:

A Resolution Adopting the Local Mitigation Strategy for Miami-Dade County; and Providing for an Effective Date.

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: Community Satisfaction Survey: "Addressing flooding" was listed by 11% of residents as one of the ways to improve the quality of life in Miami Beach.

Item Summary/Recommendation:

The City's participation in and adoption of the Miami-Dade LMS will assist in improving the City of Miami Beach's standing and classification in the Community Rating System (CRS), making flood insurance under the National Flood Insurance Program (NFIP) more affordable. The National Flood Insurance Program's Community Rating System (CRS) is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements. As a result, flood insurance premium rates are discounted to reflect the reduced flood risk resulting from the community actions meeting the three goals of the CRS: 1) Reduce flood damage to insurable property; 2) Strengthen and support the insurance aspects of the NFIP; and 3) Encourage a comprehensive approach to floodplain management.

The CRS is a points-based system that reduces flood insurance premiums for the citizens of participating communities. The City of Miami Beach has participated in the Miami-Dade County Local Mitigation Strategy since 2000 and currently, has a Class 6 rating. With approximately 46,000 flood insurance policy holders this rating saves the City over $5.7 million annually. In order for the City to remain a Class 6 in the CRS's classification program, NFIP has requested that the City of Miami Beach adopt a resolution to adopt the Local Mitigation Strategy for Miami-Dade County.

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

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

AGENDA ITEM C7B
DATE 12-9-15

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: December 9, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE LOCAL MITIGATION STRATEGY (LMS) FOR MIAMI-DADE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

Miami-Dade County is the designated local coordinator of the Local Mitigation Strategy Program (LMS) for the Miami-Dade County area, and prepares all the municipal components of the program into a single unified Countywide Local Mitigation Strategy. The primary stated mitigation goal of the LMS is to reduce vulnerability to natural, technological, and societal hazards from all sources, but specifically in South Florida, from hurricanes, tornadoes, major rainfall, and other severe weather events. The LMS complies with Chapter 163, Florida Statues, which requires government units to plan for hazards and emergencies.

The City's participation in and adoption of the Miami-Dade County LMS will assist in improving the City's standing and classification in the Community Rating System (CRS), making flood insurance under the National Flood Insurance Program more affordable. The Community Rating System is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirement.

Participation in the CRS program will also provide discounts on flood insurance rates to citizens of participating communities. The discounts directly reflect the reduced flood risk resulting from community mitigation actions. The program has the following three goals: 1) Reduce flood damage to insurable property; 2) Strengthen and support the insurance aspects of the NFIP; and 3) Encourage a comprehensive approach to floodplain management. A community receives a CRS classification based upon the total score for its activities. There are 10 CRS classes: Class 1 requires the most credit points and gives the greatest premium reduction. Class 10 receives no premium reduction. The City of Miami Beach has participated in the Miami-Dade County Local Mitigation Strategy since 2000 and currently, has a Class 6 rating. With approximately

46,000 flood insurance policy holders this rating saves the City over $5.7 million annually.

Miami-Dade County Board of County Commissioners officially adopted the LMS on September 1, 2015, and the County received their official approval letter from FEMA on September 15, 2015. Miami Beach's projects included Flooding and Drainage Improvement Projects; Windstorm protection projects; and Other Hazards. A copy of the LMS, including a current list of the City's projects is at www.miamidade.gov/fire/mitigation.asp.

The NFIP has requested that the City of Miami Beach support a Resolution to adopt the Miami-Dade Local Mitigation Strategy. Adoption of the local portion of the LMS is one of the ways to assist the City in upgrading its CRS's classification.

CONCLUSION

The Administration recommends that the City Commission adopt the Miami-Dade County Local Mitigation Strategy.

JLM/JW/JH
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RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE LOCAL MITIGATION STRATEGY (LMS) FOR MIAMI-DADE COUNTY.

WHEREAS, Chapter 163 of the Florida Statutes requires government units to plan for hazards and emergencies and to adopt a Local Mitigation Strategy (LMS); and

WHEREAS, Miami-Dade County is the designated local coordinator of the LMS Program for the Miami-Dade County area; and

WHEREAS, Miami-Dade County prepares all the municipal components of the Program into a single unified Countywide Local Mitigation Strategy; and

WHEREAS, the City of Miami Beach has participated in the Miami-Dade County LMS since 2000; and

WHEREAS, the Miami-Dade County Board of County Commissioners has adopted a Local Mitigation Strategy for Miami-Dade County; and

WHEREAS, the City's participation in and adoption of the Miami-Dade LMS will assist in improving the City of Miami Beach's standing and classification in the Community Rating System (CRS), making flood insurance under the National Flood Insurance Program (NFIP) more affordable; and

WHEREAS, the NFIP's CRS is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements; and

WHEREAS, flood insurance premium rates are discounted to reflect the reduced flood risk resulting from the community actions meeting the three goals of the CRS: (1) reduce flood damage to insurable property; (2) strengthen and support the insurance aspects of the NFIP; and (3) encourage a comprehensive approach to floodplain management; and

WHEREAS, the CRS is a points-based system that reduces flood insurance premiums for the citizens of participating communities; and

WHEREAS, in order for the City to remain a Class 6 in the CRS's classification program, NFIP has requested that the City of Miami Beach adopt a resolution to adopt the Local Mitigation Strategy for Miami-Dade County.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH that the Mayor and City Commission of the City of Miami Beach, Florida hereby adopt the Local Mitigation Strategy for Miami-Dade County.

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 12/1/15
Date

JLM/JW/JH/MF
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MIAMIBEACH

OFFICE OF THE CITY ATTORNEY
RAUL J. AGUILA, CITY ATTORNEY

COMMISSION MEMORANDUM

TO: **Members of the City Commission**
City Manager Jimmy Morales

FROM: **Raul J. Aguila, City Attorney**

DATE: **December 9, 2015**

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, OPPOSING SB 598, HB 181, AND ANY SIMILAR LEGISLATION THAT WOULD PREEMPT LOCAL GOVERNMENTS FROM IMPOSING CERTAIN REQUIREMENTS ON STATE-FUNDED PUBLIC WORKS PROJECTS SUCH AS A) IMPOSING REQUIREMENTS ON CONTRACTORS PERTAINING TO WAGES, BENEFITS, HIRING, STAFFING, AND TRAINING, AND B) RESTRICTING QUALIFIED BIDDERS FROM SUBMITTING BIDS, BEING AWARDED BIDS OR CONTRACTS, OR PERFORMING WORK BASED ON PRIOR POOR PERFORMANCE OR MISCONDUCT; DIRECTING THE CITY'S STATE LOBBYISTS TO INCLUDE THIS ISSUE AS A 2016 STATE LEGISLATIVE PRIORITY; AND DIRECTING THE CITY CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO CERTAIN STATE AND LOCAL OFFICIALS.**

The attached Resolution is sponsored by Commissioner Micky Steinberg and is submitted for consideration by the Mayor and City Commission at the December 9, 2015 City Commission Meeting.

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Agenda Item C7C
Date 12-9-15

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, OPPOSING SB 598, HB 181, AND ANY SIMILAR LEGISLATION THAT WOULD PREEMPT LOCAL GOVERNMENTS FROM IMPOSING CERTAIN REQUIREMENTS ON STATE-FUNDED PUBLIC WORKS PROJECTS SUCH AS A) IMPOSING REQUIREMENTS ON CONTRACTORS PERTAINING TO WAGES, BENEFITS, HIRING, STAFFING, AND TRAINING, AND B) RESTRICTING QUALIFIED BIDDERS FROM SUBMITTING BIDS, BEING AWARDED BIDS OR CONTRACTS, OR PERFORMING WORK BASED ON PRIOR POOR PERFORMANCE OR MISCONDUCT; DIRECTING THE CITY'S STATE LOBBYISTS TO INCLUDE THIS ISSUE AS A 2016 STATE LEGISLATIVE PRIORITY; AND DIRECTING THE CITY CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO CERTAIN STATE AND LOCAL OFFICIALS.

WHEREAS, Senate Bill 598 ("SB 598") and House Bill 181 ("HB 181") have been filed for consideration during the Florida Legislature's 2016 session by Senator Jeff Brandes (R – St. Petersburg) and Representative Charles E. Van Zant (R – Palatka), respectively; and

WHEREAS, except as required by federal or state law, SB 598 and HB 181, as filed, would prohibit local governments that contract for the construction, maintenance, repair, or improvement of public works projects, funded in whole or in part by State funds, from requiring a contractor, subcontractor, material supplier or carrier from a) paying employees a predetermined amount of wages or prescribe a wage rate, b) providing employees a specified type, amount, or rate of employee benefits, c) controlling, limiting, or expanding staff, or d) recruiting, training, or hiring employees from a designated, restricted, or single source; and

WHEREAS, SB 598 and HB 181 define "public works" or "public works project" as "a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof, including repair, renovation, or remodeling, owned, in whole or in part, by any political subdivision for which a project for construction, maintenance, repair, or improvement of public works is to be paid for, in whole or in part, with state funds"; and

WHEREAS, in addition, SB 598 and HB 181, as filed, would also prohibit local governments from restricting qualified bidders from submitting bids, being awarded any bid or contract, or performing work on public works projects regardless of whether such bidder previously performed poorly or engaged in misconduct; and

WHEREAS, the City of Miami Beach ("City") currently imposes a living wage requirement in Chapter 2 of the City Code for certain maintenance and service contractors, and requires that such contractors also either provide medical and insurance benefits or the equivalent in wages; and

WHEREAS, the City Code also currently imposes a prevailing wage requirement on certain construction contracts; and

WHEREAS, in determining the lowest and best bidder on a formal bid, Section 2-369 of the City Code requires that 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; and (5) the previous and existing compliance by the bidder with laws and ordinances relating to the contract; and

WHEREAS, to effectuate its policy of utilizing responsible contractors, the City Code provides for the debarment of contractors that have been convicted of certain civil or criminal offenses, or have failed to perform, or have unsatisfactorily performed, with regard to a prior City contract; and

WHEREAS, should these Bills pass, local governments such as the City would no longer be able to take steps to ensure that workers from within that locality benefit from construction projects, even when the project is funded primarily by its own taxpayers; and

WHEREAS, further, local governments would lose the ability to safeguard the ability of a contractor's employees working on a public project, funded in whole or in part by State funds, to earn a living wage, a prevailing wage, or even receive health or life insurance benefits; and

WHEREAS, more specifically, these Bills would take away the City's prerogative as a market participant to not hire a particular contractor based on prior poor performance or misconduct; and

WHEREAS, these Bills could adversely affect the City's power in certain State-funded public works contracts to properly emphasize and incentivize quality performance by City contractors; and

WHEREAS, for the reasons set forth above, these Bills could adversely affect the quality of construction projects and undermine the ability of local governments to set and maintain high ethical and quality standards for contractors that also take into consideration local needs and protect local workers and residents; and

WHEREAS, accordingly, the Mayor and City Commission wish to express their strong opposition to these Bills, and to any similar legislation, and to make this issue a legislative priority for the 2016 Florida legislative session.

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 oppose SB 598 and HB 181, and any similar legislation that would preempt local governments from imposing certain requirements on State-funded public works projects such as a) imposing requirements on contractors pertaining to wages, benefits, hiring, staffing, and training, and b) restricting qualified bidders from submitting bids, being awarded bids or contracts, or performing work based on prior poor performance or misconduct; direct the City's State lobbyists to include this issue as a 2016 State legislative priority; and direct the City Clerk to transmit copies of this Resolution to the Governor of Florida, the Senate President, the House Speaker, Senator Jeff Brandes, Representative Charles E. Van Zant, and the Chair and Members of the Miami-Dade State Legislative Delegation.

PASSED and **ADOPTED** this ____ day of December, 2015.

ATTEST:

Philip Levine, Mayor

Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 11/25/15 Date

F:\ATTO\TURN\RESOS\Opposing SB 598 & HB 181 [11-24-15].docx

Condensed Title:

A resolution of the Mayor and the City Commission of the City of Miami Beach, Florida, acknowledging receipt of the Triennial Incentives Review and Recommendations Report from the Affordable Housing Advisory Committee.

Key Intended Outcome Supported:

Increase access to workforce or affordable housing.

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:

Florida Statute 420.9076 requires cities and counties receiving State Housing Initiatives Partnership (SHIP) Program funds to appoint an eleven (11) member Affordable Housing Advisory Committee (AHAC) to triennially review the City's established policies and procedures, ordinances, land development regulations, and adopted local *Comprehensive Plan* to recommend actions or initiatives to encourage or facilitate affordable housing, while protecting the ability of the property to appreciate in value. At a minimum, each advisory committee shall initially submit a report to the local governing body that includes recommendations on housing incentives. Triennially thereafter, the AHAC will evaluate the implementation of the affordable housing incentives.

Between January and November 2015, the AHAC held ten (10) public meetings and approved the attached *Triennial Incentives Review and Recommendations Report* during a duly advertised public hearing held on November 17, 2015. After presenting the report to the City Commission for its consideration, the AHAC Report must be submitted to the State no later than December 31, 2015.

The Administration is requesting that the Commission receive the attached Incentives Review and Recommendations Report to meet the deadlines established by State Statute and Florida Administrative Code.

Advisory Board Recommendation:

Affordable Housing Advisory Committee

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary: NA

City Clerk's Office Legislative Tracking:

Maria Ruiz

Sign-Offs:

Department Director	Assistant City Manager	City Manager
MLR	KGB	JLM

T:\AGENDA\2015\December 9\AHAC 2015 Incentives - Recommendations Report - SUMM

MIAMIBEACH

AGENDA ITEM C7D
DATE 12-9-15

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: December 9, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACKNOWLEDGING RECEIPT OF THE 2015 TRIENNIAL INCENTIVES REVIEW AND RECOMMENDATIONS REPORT FROM THE AFFORDABLE HOUSING ADVISORY COMMITTEE.**

ADMINISTRATION RECOMMENDATION

Adopt the resolution.

ANALYSIS

In 1992, the William E. Sadowski Affordable Housing Act established the State Housing Initiatives Partnership (SHIP) Program, administered by the Florida Housing Finance Corporation (FHFC), which provides funding for rehabilitation of housing stock and homeownership opportunities for low- and moderate-income households. In 1995, the City Commission approved Ordinance 95-2989, establishing the legal infrastructure enabling the City to receive SHIP Program funds, which are derived from set-aside allocations from documentary stamp levies on real estate transactions.

Florida Statute 420.9076 requires cities and counties receiving SHIP funds to appoint an eleven (11) member Affordable Housing Advisory Committee (AHAC) to triennially review the City's established policies and procedures, ordinances, land development regulations, and adopted local *Comprehensive Plan* to recommend actions or initiatives to encourage or facilitate affordable housing, while protecting the ability of the property to appreciate in value. At a minimum, each advisory committee shall initially submit a report to the local governing body that includes recommendations on housing incentives. Triennially thereafter, the AHAC will evaluate the implementation of the affordable housing incentives.

The AHAC recommendations must include, at a minimum, the review of certain incentives provided in the Statute. Those statutory incentives are:

(a) The processing of expedited permits or development orders to a greater degree than other projects for affordable housing;
(b) The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing;
(c) The allowance of flexibility in densities for affordable housing;
(d) The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons;
(e) The allowance of affordable accessory residential units in residential zoning districts;
(f) The reduction of parking and setback requirements for affordable housing;
(g) The allowance of flexible lot configurations, including zero-lot line configurations for affordable housing;
(h) The modification of street requirements for affordable housing;

(i) The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing;
(j) The preparation of a printed inventory of locally owned public lands suitable for affordable housing;
(k) The support of development near transportation hubs and major employment centers and mixed-use developments.

Between January and November 2015, the AHAC held ten (10) public meetings and approved the attached *Triennial Incentives Review and Recommendations Report* during a duly advertised public hearing held on November 17, 2015.

Rule 67-37.010, Florida Administrative Code, provides further direction on how FS 420.9076 is to be followed. The local governing body shall adopt amendments to its Local Housing Assistance Plan (LHAP), incorporating the incentive strategies that it will implement within its jurisdiction, which were identified by the AHAC. Regardless of the inclusion of incentives from the AHAC, the LHAP must be reviewed, evaluated, and updated every three (3) years and submitted to FHFC, for approval, no later than May 2nd of the year that it is due. The City of Miami Beach is required to submit a new LHAP by May 2, 2016. The AHAC Report must be submitted to FHFC no later than December 31, 2015.

The Administration is requesting that the Commission receive the attached Incentives Review and Recommendations Report to meet the deadlines established by State Statute and Florida Code.

CONCLUSION

The administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida, acknowledge receipt of the attached *Triennial Incentives Review and Recommendations Report* submitted by the Affordable Housing Advisory Committee.

JLM/KGB/MLR/ARB

T:\AGENDA\2015\December 9\AHAC 2015 Incentives - Recommendations Report - MEMO

RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACKNOWLEDGING RECEIPT OF THE TRIENNIAL INCENTIVES REVIEW AND RECOMMENDATIONS REPORT FROM THE AFFORDABLE HOUSING ADVISORY COMMITTEE.

WHEREAS, the City of Miami Beach has identified in its *Consolidated Plan* the goal of pursuing funding for affordable housing for the rehabilitation of its existing housing stock and to provide homeownership opportunities to its residents; and

WHEREAS, in 1992, the William E. Sadowski Affordable Housing Act established the State Housing Initiatives Partnership (SHIP) Program, administered by the Florida Housing Finance Corporation (FHFC), to provide funding for rehabilitation of housing stock and homeownership opportunities for low and moderate-income households; and

WHEREAS, SHIP Program funds, derived from set-aside allocations from documentary stamp levies on real estate transactions, have been allocated to the City of Miami Beach; and

WHEREAS, Section 420.9076 of the Florida Statutes requires cities and counties receiving SHIP funds to appoint an Affordable Housing Advisory Committee to review the City's established policies and procedures, ordinances, land development regulations, and adopted local Comprehensive Plan, to recommend actions or initiatives to encourage or facilitate affordable housing, while protecting the ability of the property to appreciate in value; and

WHEREAS, the Affordable Housing Advisory Committee held ten (10) public meetings during the months of January through November 2015, and approved the attached *Triennial Incentives Review and Recommendations Report*, during a duly advertised public hearing held on November 17, 2015.

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 acknowledge receipt of the Triennial Incentives Review and Recommendations Report from the Affordable Housing Advisory Committee, attached hereto and incorporated herein by reference as Exhibit "A".

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 11/30/15

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EXHIBIT
A

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City of Miami Beach

Affordable Housing Advisory Committee

Triennial
Incentives Review and Recommendations Report

November 17, 2015

City of Miami Beach
Affordable Housing Advisory Committee (AHAC) Recommendations
Triennial Incentive Review and Recommendation Report
November 2015

I. Background

A total of ten (10) AHAC meetings were convened to discuss incentives and formulate the recommendations report. The dates of these meetings were January 13, 2015, February 26, 2015, April 1, 2015, April 28, 2015, May 19, 2015, June 16, 2015, July 21, 2015 September 8, 2015, October 21, 2015, and November 17, 2015. A public hearing was held on November 17, at which time the AHAC's recommendations were presented in this report and approved by a majority of the committee. The recommendations report will be presented to the City Commission at its meeting on December 9, 2015.

Upon acceptance, and as directed by the City Commission, the AHAC's recommendations will be referred to the appropriate committees, departments, or staff for further discussion. Staff from the Housing and Community Development Division, and AHAC Committee Members, will attend any discussion meetings as necessary to assist in answering questions and to inform the meeting attendees of the goal of amending the City's Local Housing Assistance Plan (LHAP) and/or the City Code, as may be applicable to the implementation of any of the recommended actions.

II. Public Hearing

Although all the meetings were public meetings, to further solicit public input on the AHAC's recommendations, the meeting on November 17, 2015 was duly noticed as a public hearing at which time the AHAC's recommendations were presented in this report and approved by a majority of the committee.

This meeting notice was advertised in the *Miami Herald*, posted on City Hall bulletin boards and advertised in the City's regular weekly post of City meetings.

III. Statutory Recommendations:

The following represents the summary of the discussions and recommendations related to the incentives provided in Florida Statutes 420.9076(4).

a. Incentive: Expediting the processing of approvals of development orders or permits for affordable housing development projects to a greater degree than other projects. [420.9076(4)(a)]

Synopsis of Discussion/Background: In the past, the AHAC recommended that the City Manager reconfirm with the Building Department and other applicable Department Heads, that the Director of Real Estate, Housing & Community Development (subsequently the Office of Housing and Community Services) is liaison for all affordable housing project permit issues; and that it is the policy of the City to expedite permitting of affordable housing and convene a meeting, if necessary, to ensure the implementation is in effect and working properly. It had also been recommended that the Building Department have staff dedicated to all stages of the affordable housing development process, from plans review through certificate of occupancy, to ensure expedited handling and approval of all affordable housing projects.

Current Recommendation: Reconfirm the City's commitment to this affordable housing development incentive. The AHAC further recommended that a measurement tool be developed for the Building Department to evaluate and report the average turnaround time for affordable housing project processing versus standard processing.

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b. Incentive: The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing. [420.9076(4)(b)]

Synopsis of Discussion/Background: This incentive was taken up by the 1996 AHAC, the 2008 AHAC, and the 2012 AHAC; each recommending that the City waive building permit fees. The recommendation has never been implemented by the City. The City Attorney's office opined that waiver of building permit fees are not allowable under law. This Committee still felt strongly about the need to reduce fees to incentivize developers to do affordable housing; and that the City continues to investigate ways to mitigate or delay payment of permit fees to the greatest degree legally possible.

Current Recommendation: Reconfirm the City's commitment to this affordable housing development incentive. Further, it was suggested that if fees could not be waived, then a separate reduced-rate fee schedule should be developed for affordable housing; or, that consideration should be given to ensuring that affordable housing be subject to the minimum fees available. Specific suggestions were reductions of real estate taxes or adjustments from the Tax Increment Financing.

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c. Incentive: The allowance of increased density levels/flexibility for affordable housing. [420.9076(4)(c)]

Synopsis of Discussion/Background: The 2008 AHAC recommended that the City consider amending its code to allow for an exception related to minimum and average size units for affordable housing, so that it mirrors the code's existing provisions for *elderly affordable housing* found in Section 142-1183. It was also recommended that an "economic hardship" allowance be included as one of the variance criteria for affordable housing development projects which come before the Board of Adjustment. The modification relating to unit size was made via Ordinance No. 2011-3744, which was adopted October 19, 2011. The 2012 AHAC recommended that this incentive remain in place.

Current Recommendation: Reconfirm the City's commitment to this affordable housing development incentive.

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d. Incentive: The reservation of infrastructure capacity for housing for very-low-income persons and low-income persons. [420.9076(4)(d)]

Synopsis of Discussion/Background: This incentive was deemed inapplicable to Miami Beach.

Current Recommendation: None

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e. Incentive: The allowance of affordable accessory residential units in residential zoning districts. [420.9076(4)(e)]

Synopsis of Discussion/Background: The City already allows accessory type units to be used as residences in the case of multi-family residential zones--for example, the conversion of stand-alone garages, in-law quarters, etc. These units can have their own utilities, addresses, etc. The allowance however does not extend into the single family zones and doing so would not produce any significant benefit to allow for such. Because of the already developed environment of the City, expansion of accessory units is not practical or feasible and the committee does not make any recommendation.

Current Recommendation: Reconfirm the City's commitment to this affordable housing development incentive where applicable.

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f. Incentive: The reduction of parking and setback requirements for affordable housing. [420.9076(4)(f)]

Synopsis of Discussion/Background: The 2008 AHAC recommended that the City Commission consider amending the Code to allow new construction of affordable housing to have 1.0 parking space for units 550 square feet or smaller instead of the current 1.5 spaces. The reduction of setback requirements was deemed inapplicable to Miami Beach and no recommendation was proffered. A parking modification to the code (applying to units of 800 square feet or less) was made via Ordinance No. 2011-3744, which was adopted October 19, 2011.

Current Recommendation: Reconfirm the City's commitment to this affordable housing development incentive. It was further recommended that building height limits be increased for affordable housing projects and allowing parking on the lower level as an alternative means of satisfying parking requirements.

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g. Incentive: Flexible Lot Configurations - The allowance of zero-lot-line configurations for affordable housing. [420.9076(4)(g)]

Synopsis of Discussion/Background: This incentive was deemed inapplicable to Miami Beach. No recommendation was proffered.

Current Recommendation: None

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h. Incentive: Modification of street requirements for affordable housing. [420.9076(4)(h)]

Synopsis of Discussion/Background: This incentive was deemed inapplicable to Miami Beach with its compact buildings with relatively small-scale sidewalks and streets. No recommendation was proffered.

Current Recommendation: None

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i. Incentive: The establishment of a process by which a local government considers, before adoption, any policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing. [420.9076(4)(i)]

Synopsis of Discussion/Background: The 2015 AHAC continued the discussions of the 2008 and 2012 AHACs regarding this issue, and agreed with the recommendation that there should be a staff analysis of items coming before the Planning Board that should include an inquiry asking: "What impact will this have on the availability of affordable housing in Miami Beach?" If staff analysis determines that the item may have an impact on an affordable housing project, this fact must be communicated to the Housing Director prior to the Planning Board meeting. The Director will timely provide an opinion to the board as to the depth of the impact and why he or she believes it's in the best interest of the affordable housing goals of the City.

Current Recommendation: This process should be implemented by the City.

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j. Incentive: The preparation of a printed inventory of locally-owned public lands suitable for affordable housing. [420.9076(4)(j)]

Synopsis of Discussion/Background: Since 1996, when this incentive was first taken up by an AHAC, the City has deeded all of its developable land. Recent versions of that list, presented to the 2012 AHAC, did not indicate any change in the status.

The AHAC discussion suggested taking a different approach to looking at the properties; such as re-zoning, change of use, or sale; to create new opportunities for the development of affordable housing.

Current Recommendation: Review and analyze the list of all City-owned properties to determine if, through re-zoning or change of use, certain properties could become developable sites for affordable housing. Review list of City's newly-acquired affordable rental properties to determine if the sale of one of those properties could generate enough funding to be used to develop a greater number of units in a different area of the City.

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k. Incentive: The support of development near transportation hubs and major employment centers. [420.9076(4)(k)]

Synopsis of Discussion/Background: Due to its narrow geography, and numerous bus lines, there are no transportation hubs in Miami Beach and no need to strategically place affordable housing related to these considerations.

Recommendation: None

IV. New Incentives /Recommendations identified by the AHAC:

a. Incentive: Assessment of additional impact fees for development of property unrelated to affordable housing.

Synopsis of Discussion/Background: The AHAC suggested that the imposition of additional impact fees on developers of both residential and commercial market-rate properties could be used to create a pool of funds dedicated to affordable housing development.

Current Recommendation: Staff should review the financial impact and consider imposing additional impact fees on developers of market-rate properties as a source of funds dedicated to affordable housing development.

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b. Incentive: Hotel developer incentives for inclusion of affordable units.

Synopsis of Discussion/Background: The AHAC discussed the possibility of the City providing financial incentives to encourage hotel developers to set-aside some of their space as affordable rental units to be utilized by permanent low/moderate income tenants. This was generally considered not feasible, but acknowledged that the hotels might have some interest since many of their employees need, and are eligible for, affordable housing. An option to offer space off-site might be more feasible.

Current Recommendation: Staff should review the possibility of developing incentives to encourage hotel developers to participate in the development of affordable housing by providing units either on-site or off-site, or by contributing to an affordable housing fund.

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c. Incentive: Any new City of Miami Beach development projects should include an affordable housing component.

Synopsis of Discussion/Background: The AHAC suggested that given the City's current level of development, there is a potential for incorporating affordable housing units into some of the new developments. This would provide an ideal opportunity to utilize the mixed-use concept of development.

Current Recommendation: As a starting point, the current Convention Center Project should include an affordable housing component (if it is still possible). In the future, all development projects should be evaluated to determine if affordable housing can be incorporated. If so, then a minimum requirement for affordable housing should be set for the development of the project. Additionally, those RFPs that exceed the minimum requirement should be allocated extra evaluation points for including affordable housing as a component of the proposal.

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d. Incentive: Provide financial incentives for employers that contribute to the development of workforce housing.

Synopsis of Discussion/Background: If new or existing employers are willing to contribute to the development of workforce housing, either through monetary contributions or actual development, then they could be provided with some type of fee waivers or other fee reductions or credits (*It was acknowledged that such incentives would be hard to identify*). Monetary contributions could be used to establish a pool of affordable housing funds.

Current Recommendation: The City should generate affordable housing funding to supplement its entitlement funding received from the U.S. Department of Housing and Urban Development (HUD) and from the State of Florida. This additional funding could be utilized to fund new development projects.

The foregoing recommendations were adopted by the City of Miami Beach Affordable Housing Advisory Committee on this 17th day of November, 2015, and are being submitted herewith for acceptance by the City Commission of the City of Miami Beach, Florida.

David Smith, Chairperson

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: December 9, 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 A GRANT AGREEMENT BETWEEN THE CITY AND THE MIAMI BEACH WATERSPORTS CENTER INC., IN THE TOTAL AMOUNT NOT TO EXCEED $85,000.00, TO SUPPORT THE PARA-ROWING PROGRAM FOR ROWERS WITH A DISABILITY AT RONALD W. SHANE CENTER.**

BACKGROUND

The Miami Beach Watersports Center Inc. ("MB Watersports") is a Florida not-for-profit organization that runs a premier rowing club with over 250 members, mostly all Miami Beach residents. They have recently undertaken a para-rowing program, which teaches people with disabilities how to row and provides a training facility for competitive para-rowers. They have been designated as the Paralympic Sport Club by the US Olympic Committee and have already qualified two members to the national para-rowing team. The program has grown in popularity and needs financial assistance to expand. The annual cost to run the program is estimated at $150,600 annually.

As part of the City's FY 15/16 budget process a Budget Enhancement Request of $85,000.00 for 2015-2016 was discussed and granted to partially fund the para-rowing program at the Ronald W. Shane Center. Upon approval, a Grant Agreement will be executed and MB Watersports will purchase adaptive equipment to support the para-rowing program. Upon proof of purchase and payment, the Parks and Recreation Department will reimburse the center accordingly. The Grant Agreement will require the center to provide a report on the number of participants trained, how the funds were spent and the program's accomplishments in relationship to the funds provided by the City. Priority shall be given to Miami Beach Residents and U.S. Military Service Members.

ADMINISTRATION RECOMMENDATION

Administration respectfully requests approving and authorizing the City Manager to execute a Grant Agreement between the City and the Miami Beach Watersports Center Inc., for a total sum not to exceed $85,000.00, to support the para-rowing program at the Ronald W. Shane Center for people with disabilities.

Attachments:

- *Resolution*

JLM/EC/JR

Agenda Item C7E
Date 12-9-15

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT BETWEEN THE CITY AND THE MIAMI BEACH WATERSPORTS CENTER INC., IN THE TOTAL AMOUNT NOT TO EXCEED $85,000.00, TO SUPPORT THE PARA-ROWING PROGRAM FOR ROWERS WITH A DISABILITY AT RONALD W. SHANE CENTER.

WHEREAS, Miami Beach Watersports Center Inc. ("MB Watersports"), a not-for-profit Florida corporation, has a long term ground lease with the City for the property located at 6500 Indian Creek Drive (The Ronald W, Shane Center, "the Center"); and

WHEREAS, MB Watersports operates the Miami Beach Rowing Club ("the Club"), a premier rowing club which has recently undertaken a para-rowing program ("the Program") for rowers with a disability; and

WHEREAS, MB Watersports has been designated as the Paralympics Sport Club by the U.S. Olympic Committee and has already qualified two (2) members to the national para-rowing team; and

WHEREAS, the Program has grown in popularity and needs financial assistance to expand, with the cost to operate the expanded Program estimated at $150,600 annually; and

WHEREAS, a Budget Enhancement Request of $85,000.00 for FY 2015-2016 was discussed and granted to partially fund the Program at the Center; and

WHEREAS, the Administration recommends executing a grant agreement with MB Watersports, providing that the City will reimburse MB Watersports for the purchase of adaptive equipment necessary to support the expansion of the Program; and

WHEREAS, pursuant to the grant agreement, MB Watersports shall provide priority in the Program to Miami Beach Residents and U.S. Military Service Members; and

WHEREAS, the grant agreement will require MB Watersports to provide a report on the number of participants trained, how the funds were spent and the Program's accomplishments in relationship to the funds provided by the City.

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 and authorize the City Manager to execute a grant agreement with Miami Beach Watersports Center Inc. to provide funding, in the total amount not to exceed $85,000.000, to support the para-rowing program for rowers with disabilities at Ronald W. Shane Center.

PASSED and **ADOPTED** this 9th day of December, 2015.

ATTEST:

Philip Levine
MAYOR

Rafael E. Granado
CITY CLERK

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 11/25/15 Date

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Condensed Title:

A Resolution approving a five (5) year extension to the Use Agreement with the School Board of Miami Dade County, Florida, providing parking spaces for North Beach Elementary faculty and staff; said extension commencing on July 23, 2016, and expiring on July 22, 2021.

Key Intended Outcome Supported:

Achieve Educational (K-12) Excellence

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

Item Summary/Recommendation:

On October 18, 2000, the Mayor and Commission approved a lease agreement with Miami-Dade County Public Schools (MDCPS) providing seventy-five (75) parking spaces for North Beach Elementary faculty and staff at a discounted parking rate. At the time, NBE expanded their campus which led to the loss of their on-site parking for faculty and staff. The leased parking spaces have since been serving as replacement parking for faculty and staff of NBE.

On November 17, 2010, the Mayor and Commission approved Resolution No. 2010-27544 approving a five (5) year extension and the following amendments to the Use Agreement:

- The total number of parking spaces available to the NBE was reduced from 48 to 30, and consist of 15 parking spaces along 42nd Street at no charge (pursuant to the lease agreement), and 15 dedicated parking spaces in the City's surface parking lot on 42nd Street, at the approved 50% discount, as each term is defined in the Agreement.
- The City acknowledged and agreed that MDCPS has extended the term of this Agreement for the five year term commencing July 23, 2011 and ending July 22, 2016.
- The rental rate increased from $30 to $35 per parking space per month which was a 50% discount of the current monthly parking permit rate of $70. This discounted rate was applied to the 15 surface lot parking spaces, resulting in an effective rental rate of $3,150 for the six month period of November 1st to April 30th each year; however, it is payable in twelve (12) equal monthly installments of $262.50.
- A new Article XXVI was added to read as follows: "Legal Fees and Court Costs - In the event of any litigation between the parties under this Agreement, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the termination of this Agreement.
- All other terms and conditions of the Agreement shall remain in full force and effect.

The Administration has reviewed the proposed extension and has deemed them to be in the best interest of the City as well as the faculty and staff of North Beach Elementary and all terms and conditions shall remain in effect. **Adopt 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:

Saul Frances, ext. 6483

Department Director	Assistant City Manager	City Manager
SF	KGB	JLM

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MIAMIBEACH

AGENDA ITEM C7F

DATE 12-9-15

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: December 9, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING A FIVE (5) YEAR EXTENSION TO THE USE AGREEMENT WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, DATED OCTOBER 18, 2000, PROVIDING PARKING SPACES FOR NORTH BEACH ELEMENTARY FACULTY AND STAFF; SAID EXTENSION COMMENCING ON JULY 23, 2016, AND EXPIRING ON JULY 22, 2021.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

On October 18, 2000, the Mayor and Commission approved a lease agreement with Miami-Dade County Public Schools (MDCPS) providing seventy-five (75) parking spaces for North Beach Elementary faculty and staff at a discounted parking rate. At the time, NBE expanded their campus which led to the loss of their on-site parking for faculty and staff. The leased parking spaces have since been serving as replacement parking for faculty and staff of NBE. The existing lease agreement provides for the following:

1. Twenty-four (24) dedicated parking spaces along 42nd Street at no charge; twenty-four (24) dedicated parking spaces in the northern row of the surface lot on 42nd Street at a 50% of the monthly rate during peak season; and twenty-seven (27) parking spaces in the 42nd Street parking garage at 50% of the monthly rate during peak season. *(Please note that NBE has never invoked the use of the twenty-seven (27) parking spaces in the 42nd Street Garage).*

2. The term of the lease is five (5) years, with five (5) year extension options, upon the mutual consent of the parties and subject to review of the parking rates based on actual usage realized at the garage and surface parking lot.

On November 17, 2010, the Mayor and Commission approved Resolution No. 2010-27544 approving a five (5) year extension and the following amendments to the Use Agreement:

- The total number of parking spaces available to the NBE was reduced from 48 to 30, and consist of 15 parking spaces along 42nd Street at no charge (pursuant to the lease agreement), and 15 dedicated parking spaces in the City's surface parking lot on 42nd Street, at the approved 50% discount, as each term is defined in the Agreement.

- The City acknowledged and agreed that MDCPS has extended the term of this Agreement for the five year term commencing July 23, 2011 and ending July 22, 2016.

- The rental rate increased from $30 to $35 per parking space per month which was a 50% discount of the current monthly parking permit rate of $70. This discounted rate was applied to the 15 surface lot parking spaces, resulting in an effective rental rate of $3,150 for the six month period of November 1st to April 30th each year; however, it is payable in twelve (12) equal monthly installments of $262.50.

- A new Article XXVI was added to read as follows: "Legal Fees and Court Costs - In the event of any litigation between the parties under this Agreement, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the termination of this Agreement.

- All other terms and conditions of the Agreement shall remain in full force and effect.

ANALYSIS OF PROPOSED AMENDMENTS:

The Administration has reviewed the proposed extension and has deemed them to be in the best interest of the City as well as the faculty and staff of North Beach Elementary and all terms and conditions shall remain in effect.

CONCLUSION

The Administration recommends that the Mayor and Commission approve the proposed extension to the use agreement with the School Board of Miami-Dade County in order to continue providing parking for North Beach Elementary faculty and staff as all other terms and conditions of the Agreement shall remain in effect.

JLM/KGB/SF
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EXTENSION TO USE AGREEMENT

THIS EXTENSION TO USE AGREEMENT (the "Extension") is made and entered into this _____ day of _____ 2015, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic (hereinafter referred to as the "LESSEE"), and the CITY OF MIAMI BEACH, a municipal corporation of the State of Florida (hereinafter referred to as the "LESSOR").

RECITALS

WHEREAS, the LESSOR and LESSEE entered into that certain Use Agreement, dated October 18, 2000 (the "Agreement"), for LESSEE'S use of the parking facilities at North Beach Elementary School ("SCHOOL"), located at 4100 Prairie Avenue; and

WHEREAS, LESSOR and LESSEE hereby consent to a renewal of the Agreement for another five (5) year term, commencing on July 23, 2016, and ending on July 22, 2021.

NOW THEREFORE, for and in consideration of the conditions and covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. A renewal of the Agreement for another five (5) year term, commencing on July 23, 2016, and ending on July 22, 2021.

2. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the LESSOR and LESSEE have caused this Extension to be executed by their respective and duly authorized officers the day and year first hereinabove written.

LESSOR:
THE CITY OF MIAMI BEACH, FLORIDA

_____
Philip Levine, MAYOR

LESSEE:
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

_____
Alberto M. Carvalho
Superintendent of Schools

Attest:

_____

Rafael Granado, CITY CLERK

_____

Witness/Signature

_____

Print Name

_____

Witness/Signature

_____

Print Name

Underscore denotes new language
~~Strike-through~~ denotes deletanguage

RESOLUTION TO BE SUBMITTED

Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT, AND ANY AMENDMENTS FOR ADJUSTMENTS TO SCOPE OF WORK AND ALLOCATION OF FUNDS, WITH CAMBRIDGE UNIVERSITY TECHNICAL SERVICES LIMITED, FOR SERVICES REGARDING THE DEPARTMENT OF JUSTICE GRANT AGREEMENT FOR A BODY-WORN CAMERAS RESEARCH AND EVALUATION PROJECT, IN AN AMOUNT NOT TO EXCEED $371,379.

Key Intended Outcome Supported:

Insist on Police Department Accountability and Skilled Management/Leadership.

Supporting Data (Surveys, Environmental Scan, etc.):
2014 Community Satisfaction Survey: 88% of residents and 82% of businesses feel safe during the evening/night; 98% and 93% feel safe during the day.

Item Summary/Recommendation:

On September 21, 2015 the City of Miami Beach was awarded a grant of $635,345 by the Department of Justice. The award will finance a two-year research project that will examine the impact of Body Worn Cameras (BWCs) on multiple components of the criminal justice system. These components will include, but are not limited to, data sharing, use-of-force, complaints against police, court attendance and various costs associated with criminal prosecutions.

The project will be completed by September 30, 2018 and will consist of a critically important partnership with Dr. Barak Ariel of Cambridge University Technical Services Limited, one of the foremost experts on BWCs in the world. In order to facilitate this collaboration, and to ensure compliance with Department of Justice grant requirements, the City of Miami Beach will be entering into a Professional Services Agreement (PSA) that documents the services provided by the Contractor and the amount allocated from the grant – total not to exceed $371,379. All costs associated with the PSA will be met by grant funds.
It is recommended that the Resolution is adopted.

Advisory Board Recommendation:

NA

Financial Information:

Source of Funds:		Amount	Account
	1	$ 371,379	195-5604-000312
	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		JM

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MIAMIBEACH

AGENDA ITEM C7G
DATE 12-9-15

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: December 9, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT, AND ANY AMENDMENTS FOR ADJUSTMENTS TO SCOPE OF WORK AND ALLOCATION OF FUNDS, WITH CAMBRIDGE UNIVERSITY TECHNICAL SERVICES LIMITED, FOR SERVICES REGARDING THE DEPARTMENT OF JUSTICE GRANT AGREEMENT FOR A BODY-WORN CAMERAS RESEARCH AND EVALUATION PROJECT, IN AN AMOUNT NOT TO EXCEED $371,379.**

ADMINISTRATION RECOMMENDATION

Approve the Resolution.

HISTORY/BACKGROUND

On September 21, 2015 the City of Miami Beach was awarded a grant of $635,345 by the Department of Justice Smart Policing Initiative (award number 2015-WY-BX-0002). The award will finance a two year research project that will examine the impact of Body Worn Cameras (BWCs) on multiple components and aspects of the criminal justice system. These aspects will include, but are not limited to, data sharing, use-of-force, complaints against police, court attendance and various costs associated with criminal prosecutions.

The project is in the early planning stages and is anticipated to be completed by September 30, 2018. This research program includes a critically important partnership with Dr. Barak Ariel of Cambridge University Technical Services Limited, one of the foremost experts on BWCs in the world. In order to facilitate this collaboration, and to ensure compliance with the Department of Justice grant requirements, the City of Miami Beach will be entering into a Professional Services Agreement (PSA) with Cambridge University Technical Services Limited.

The PSA documents the services provided by Cambridge University Technical Services Limited and the amount allocated from the grant. A summary of these and relevant costs is shown in Table 1 on the following page. Importantly, the PSA includes a copy of the special conditions listed by the Bureau of Justice Assistance, which binds our research partner to the terms and conditions of the grant.

Table 1

Service Provided	Fee	Basis	Quantity	Cost
Evaluation: Development and Implementation	$650	8 Hour Day	182	$118,300
Evaluation: Experiment Project Management	$625	8 Hour Day	248	$155,000
Evaluation: Data Preparation and Collation	$82	8 Hour Day	320	$26,080
Evaluation: Surveys	$625	8 Hour Day	74	$46,250
Evaluation: Statistical Assessment	$500	8 Hour Day	10	$5,000
Training (Up to 3 trainers)	$91	8 Hour Day	96	$8,749
Debriefs	$600	8 Hour Day	20	$12,000
Total				**$371,379**

This project represents an opportunity for the City of Miami Beach, through the use of BWCs and associated research, to comprehensively impact policing practices nationally and internationally.

FISCAL IMPACT:

All costs associated with the PSA will be met by grant funds.

JLM/DJO/DW

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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, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF FIRMS, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2015-160-YG FOR CONSTRUCTABILITY, COST, AND VALUE ENGINEERING REVIEW SERVICES, AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH U.S. COST, INC. D/B/A RIB U.S. COST, KEITH & SCHNARS, P.A., AND HAKS ENGINEERS, ARCHITECTS AND LAND SURVEYORS, P.C.; AND SHOULD THE ADMINISTRATION BE UNABLE TO NEGOTIATE AN AGREEMENT WITH ANY OF THE RECOMMENDED FIRMS, AUTHORIZING THE ADMINISTRATION NEGOTIATE WITH OTHER RANKED FIRMS IN ORDER OF RANK; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT, UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.

Key Intended Outcome Supported:

Build and Maintain Priority Infrastructure with Full Accountability.

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

Item Summary/Recommendation:

The Administration issued Request for Qualifications (RFQ) No. 2015-160-YG for Constructability, Cost, And Value Engineering Review Services. On May 6, 2015, the City Commission approved to issue the Request for Qualifications (RFQ) No. 2015-160-YG for Constructability, Cost, and Value Engineering Review Services. On May 8, 2015, the RFQ was issued. A voluntary pre-proposal conference to provide information to the proposers submitting a response was held on May 20, 2015. RFQ responses were due and received on August 25, 2015. The City received a total of five (5) proposals. The City received proposals from the following firms: Haks, Keith & Schnars, P.A., PMA Consultants, LLC, Triangle Associates, Inc., and U.S. Cost, Inc. d/b/a RIB U.S. Cost.

The Evaluation Committee appointed by the City Manager convened on October 21, 2015 to consider 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 with 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 RFQ.

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 enter into negotiations with U.S. Cost, Inc. D/B/A Rib U.S. Cost, Keith & Schnars, P.A., and Haks Engineers, Architects and Land Surveyors, P.C., 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.

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, David Martinez

Sign-Offs:

Department Director	Assistant City Manager	City Manager
DM AD	EC MT	JLM

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MIAMIBEACH

AGENDA ITEM C7H
DATE 12-9-15

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: December 9, 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 REQUEST FOR QUALIFICATIONS (RFQ) NO. 2015-160-YG FOR CONSTRUCTABILITY, COST, AND VALUE ENGINEERING REVIEW SERVICES, AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH U.S. COST, INC. D/B/A RIB U.S. COST, KEITH & SCHNARS, P.A., AND HAKS ENGINEERS, ARCHITECTS AND LAND SURVEYORS, P.C.; AND SHOULD THE ADMINISTRATION BE UNABLE TO NEGOTIATE AN AGREEMENT WITH ANY OF THE RECOMMENDED FIRMS, AUTHORIZING THE ADMINISTRATION NEGOTIATE WITH OTHER RANKED FIRMS; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT, UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

KEY INTENDED OUTCOME SUPPORTED

Build and Maintain Priority Infrastructure with Full Accountability.

FUNDING

The cost of the related services, determined upon successful negotiations, are subject to funds availability approved through the City's budgeting process for specific projects.

BACKGROUND

The City's Capital Improvement Program has grown from approximately $400 million to over $1.8 billion. The active projects are valued at approximately $500 million. Quality improvement opportunities can be found by having the ability to identify constructability issues and minimize unforeseen conditions which will mitigate the attendant impact on project costs and schedules.

The City recognizes the value of pursuing a two-pronged approach to implement more rigorous quality control initiatives utilizing dedicated in-house resources, as well as outside expertise from construction industry professionals that would be pre-selected as a result of the Request for Qualifications (RFQ) selection process.

The Right of Way (ROW) portion of the program has been subdivided into several neighborhood projects located throughout the City that are in various stages of design, bid, and construction. The probable cost estimates and construction drawings are developed by

the design consultants during the design phase of the work and reviewed by the stakeholder City Departments prior to the issuance of the Invitation to Bid, (ITB).

The proposed quality control enhancements would utilize construction industry professionals, as needed, during various phases of a project to provide construction cost estimates; constructability reviews; identify value engineering alternatives; review pricing on bid submittals and provide overall input on construction quality control issues. This involvement of independent industry professionals during the design process to properly address the residents' needs, review alternate construction means and methods, establish quality assurance/quality control procedures, provide comprehensive peer review of construction documents to identify design deficiencies, identify potential value engineering alternatives and establish accurate project timelines, will allow the City to more precisely identify capital budget requirements. Accurately identifying the monetary requirements for construction allows the City to forecast the monies required prior to issuance of any necessary construction bonds and/or capital budget requirements.

RFQ PROCESS

On May 6, 2015, the City Commission approved to issue the Request for Qualifications (RFQ) No. 2015-160-YG for Constructability, Cost, and Value Engineering Review Services. On May 8, 2015, the RFQ was issued. A voluntary pre-proposal conference to provide information to the proposers submitting a response was held on May 20, 2015. RFQ responses were due and received on August 25, 2015. The City received a total of five (5) proposals. The City received proposals from the following firms: Haks, Keith & Schnars, P.A., PMA Consultants, LLC, Triangle Associates, Inc., and U.S. Cost, Inc. d/b/a RIB U.S. Cost.

On August 27, 2015, the City Manager, via Letter to Commission (LTC) No. 340-2015, appointed an Evaluation Committee (the "Committee"), consisting of the following individuals:

- Carla Dixon, Capital Projects Coordinator, Office of Capital Improvement Projects
- Eugene Egemba, Civil Engineer III, Department of Public Works
- Ahmad Lee Khamsi, Venetian Island Home Owners Association Board Member and Resident
- Diego Lopez Medina, Capital Projects Coordinator, Office of Capital Improvement Projects
- Ron Starkman, South of Fifth Neighborhood Association (SOFNA) Board Member, and Resident

The City Manager also considered the following individuals as alternates:

- Jose Rivas, Civil Engineer III, Department of Public Works
- Jose Velez, Capital Projects Coordinator, Office of Capital Improvement Projects

The Committee convened on October 21, 2015 to consider 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 with 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 RFQ. The evaluation process resulted in the ranking of proposers as indicated in the table below.

RFQ No. 2015-160-YG FOR CONSTRUCTABILITY, COST, AND VALUE ENGINEERING REVIEW SERVICES	Carla Dixon	Ranking	Eugene Egemba	Ranking	Ahmad Lee Khamsi	Ranking	Diego Lopez Medina	Ranking	Ron Starkman	Ranking		LOW AGGREGATE TOTALS	Rank
Haks	70	3	70	3	70	3	60	5	70	3		17	3
Keith & Schnars, P.A.	81	1	80	2	80	2	80	2	90	1		8	2
PMA Consultants, LLC	59	5	65	4	60	4	72	4	65	4		21	4
Triangle Associates, Inc.	62	4	60	5	60	4	75	3	55	5		21	4
U.S. Cost, Inc. d/b/a RIB U.S. Cost	80	2	85	1	85	1	93	1	85	2		7	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 enter into negotiations with U.S. Cost, Inc. D/B/A Rib U.S. Cost, Keith & Schnars, P.A., and Haks Engineers, Architects and Land Surveyors, P.C., 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.

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. 2015-160-YG (the RFQ), For Constructability, Cost, and Value Engineering Review Services.

JLM/MT/EC/DM/AD

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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 CITY MANAGER PERTAINING TO THE RANKING OF FIRMS, PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 2015-195-LR FOR HEALTH CARE BENEFITS CONSULTING 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 Administration issued RFP 2015-195-LR to seek proposals from qualified firms to provide health care benefits consulting services. The RFP was approved for issuance July 8, 2015. The RFP was released on July 9, 2015. A pre-proposal conference to provide information to the proposers submitting a response was held on July 23, 2015. On September 11, 2015, the City received proposals from the following firms: Aon Risk Solutions, Gallagher Benefit Services, Inc., and Wells Fargo Insurance.

On November 5, 2015, the Evaluation Committee appointed by the City Manager convened to consider the responsive proposals received. The Committee was instructed to score and rank the proposals received pursuant to the evaluation criteria established in the RFP. The results of the evaluation committee process were presented to the City Manager for his recommendation to the City Commission.

After reviewing the submissions and the Evaluation Committee's ranking of the proposals received, the City Manager exercised his due diligence and is recommending that the Mayor and the City Commission, pursuant to Request for Proposal (RFP) No. 2015-195-LR, for Health Care Benefits Consulting Services, authorize the Administration to enter into negotiations with the highest ranked proposer, Gallagher Benefit Services, Inc. The City Manager further recommends that the Mayor and City Clerk be authorized to execute an Agreement upon completion of successful negotiations by the Administration.

RECOMMENDATION
ADOPT THE RESOLUTION.

Advisory Board Recommendation:

Financial Information: The annual cost associated with the health care benefits consulting services is subject to the funds availability approved through the City's budgeting process.

Source of Funds:		Amount	Account
	1		
	2		
	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Alex Denis, Extension 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
SCT SCT AD	MT	JLM

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MIAMIBEACH

AGENDA ITEM C7I
DATE 12-9-15

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: December 9, 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 REQUEST FOR PROPOSAL (RFP) NO. 2015-195-LR HEALTH CARE BENEFITS CONSULTING SERVICES.**

ADMINISTRATION RECOMMENDATION
Adopt the resolution.

FUNDING
The annual cost associated with the health care benefits consulting services is subject to the funds availability approved through the City's budgeting process.

BACKGROUND
On July 8, 2015, the City Commission approved the issuance of Request for Proposals (RFP) No. 2015-195-LR for Health Care Benefits Consulting Services. The Administration issued RFP 2015-195-LR to seek proposals from qualified firms to provide health care benefits consulting services for the City of Miami Beach.

RFP PROCESS
The RFP was released on July 9, 2015. A pre-proposal conference to provide information to proposers submitting a response was held on July 23, 2015. On September 11, 2015, the City received proposals from Aon Risk Solutions, Gallagher Benefit Services, Inc., and Wells Fargo Insurance.

On October 20, 2015, the City Manager appointed, via letter to Commission (LTC) No. 447-2015, an Evaluation Committee (the Committee), consisting of the following individuals:

- Sonia Bridges, Risk Manager, Human Resources Department, City of Miami Beach
- Kathie J. Brooks, Assistant City Manager, City of Miami Beach
- Tameka Otto-Stewart, Budget Officer, Budget Department, City of Miami Beach
- Anne-Marie Sharpe, Risk Manager, City of Miami
- Allison Williams, Interim Acting Assistant Director, Finance Department, City of Miami Beach

The following Alternates were also appointed:

- Jim Buschman, Risk Manager, City of Hallandale Beach
- Ramon Suarez, Finance Manager, Finance Department, City of Miami Beach

Ms. Brooks and Ms. Sharpe were unable to participate, and were replaced by the listed alternates. The Committee convened on November 5, 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 in the 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 proposals pursuant to the evaluation criteria established in the RFP.

Evaluation Criteria	Total Points
Proposer Experience and Qualifications, including Financial Capability	45
Scope of Services Proposed	15
Approach and Methodology	20
Cost Proposal	20

The RFP 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 in accordance with the qualitative criteria established in the RFP (experience & qualifications, scope of services, and approach/methodology). As stipulated in the RFP, cost proposal scores (indicated below) were added to the qualitative scores established by the committee members. The final rankings are as follows:

RFP#2015-195-LR Health Care Benefits Consulting Services	Sonia Bridges	Ranking	Ramon Suraez	Ranking	Tameka Otto-Stewart	Ranking	Jim Buschman	Ranking	Allison Williams		LOW AGGREGATE TOTALS	
Aon Risk Solutions	76	2	81	2	91	2	95	2	80	2	10	2
Gallagher Benefit Services, Inc.	95	1	91	1	96	1	97	1	87	1	5	1
Wells Fargo Insurance	68	3	80	3	88	3	87	3	68	3	15	3

Minimum Guarantee (MG)

Proposer	Annual Cost	Maximum Allowable Points	Total Points Awarded*
Aon Risk Solutions	$ 150,000.00	20	20
Gallagher Benefit Services, Inc.	$ 180,000.00	20	17
Wells Fargo Insurance	$ 200,000.00	20	15

In determining responsiveness and responsibility of the firm, the Procurement Department verified compliance with the minimum requirements established in the RFP, financial capacity as contained in the Dun & Bradstreet Supplier Qualifier Report, and past performance through client references submitted by each proposer.

MANAGER'S DUE DILIGENCE

After reviewing the submissions and the Evaluation Committee's ranking of the proposals received, the City Manager exercised his due diligence and is recommending that the Mayor and the City Commission, pursuant to Request for Proposal (RFP) No. 2015-195-LR, for Health Care Benefits Consulting Services, authorize the Administration to enter into negotiations with the highest ranked proposer, Gallagher Benefit Services, Inc. The City Manager further recommends that the Mayor and City Clerk be authorized to execute an Agreement upon completion of successful negotiations by the Administration.

The City Manager notes that Gallagher Benefit Services, Inc. is the City's current contractor for benefits consulting services. According to staff, Gallagher Benefit Services, Inc. has performed well over the 5 year term of the current agreement. Their services have also been attained by other local municipal agencies such as Palm Beach County Board of County Commissioners, the City of Boca Raton and the School Board of Broward County.

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 Request for Proposal (RFP) No. 2015-195-LR, for Health Care Benefits Consulting Services, authorizing the Administration to enter into negotiations with Gallagher Benefit Services, Inc. and further authorizing the Mayor and City Clerk to execute an agreement with Gallagher Benefit Services, Inc., upon completion of successful negotiations by the Administration.

JLM / MT / AD / SCT
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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, Ratifying An Agreement Between The City Of Miami Beach And Centurian Collins Property Owner, Llc (Developer), Attached Hereto As Exhibit 1; In Which The Developer Designed, Developed, Constructed And Partially Funded Improvements Along Liberty Avenue From The Northern Corner Of 23 Street To Collins Canal, Which Improvements Are Valued At $265,430.29, And Authorize The City To Reimburse Developer $95,000, As The City's Contribution Towards The Cost Of Constructing The Liberty Avenue Improvements.

Key Intended Outcome Supported:

Item Summary/Recommendation:

Centurian Collins Property Owner, LLC (the Developer) is the owner of the Aloft Hotel, located at 2360 Collins Avenue.

At its September 11, 2012, meeting, the Historic Preservation Board (HPB) approved the Developer's request to construct a hotel, under File No.: 1840. One of the conditions to the HPB approval required that the Liberty Avenue Street end, from 23rd Street to the Collins Canal be designed, permitted and built by the Developer, with one half (50%) of all costs associated with the design, permitting and construction of the street from 23rd Street to the Collins Canal and the street end, including but not limited to landscaping, hardscaping, drainage, irrigation and lighting be paid by the Developer.

The Developer provided the City a further concession by capping the City's cost at $95,000, where the City's costs could have been fifty percent, and over $130,000. Consistent with the HPB approval, the developer installed the improvements contemplated under the order, with Public Works approval, and the northern portion of 23rd Street, to Collins Canal has been improved based upon the design, permitting and construction by the Developer.

The Administration requests the City to ratify the agreement, and authorize the Public Works Department to reimburse the Contractor $95,000 towards the improvements.

THE ADMINISTRATION RECOMMENDS ADOPTING THE RESOLUTION.

Advisory Board Recommendation:

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1	$95,000.00	365-2953-061357	
2			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Eric Carpenter, Public Works X6012

Sign-Offs:

Department Director	Assistant City Manager	City Manager
JJF	ETC	JLM

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MIAMIBEACH

AGENDA ITEM C7J

DATE 12-9-15

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: December 9, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING AN AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND CENTURIAN COLLINS PROPERTY OWNER, LLC (DEVELOPER), ATTACHED HERETO AS EXHIBIT 1; IN WHICH THE DEVELOPER DESIGNED, DEVELOPED, CONSTRUCTED AND PARTIALLY FUNDED IMPROVEMENTS ALONG LIBERTY AVENUE FROM THE NORTHERN CORNER OF 23 STREET TO COLLINS CANAL, WHICH IMPROVEMENTS ARE VALUED AT $265,430.29, AND AUTHORIZE THE CITY TO REIMBURSE DEVELOPER $95,000, AS THE CITY'S CONTRIBUTION TOWARDS THE COST OF CONSTRUCTING THE LIBERTY AVENUE IMPROVEMENTS.**

FUNDING

$95,000.00 365-2953-061357

BACKGROUND

Centurian Collins Property Owner, LLC (the Developer) is the owner of the Aloft Hotel, located at 2360 Collins Avenue.

At its September 11, 2012, meeting, the Historic Preservation Board (HPB) approved the Developer's request to construct a hotel, under File No.: 1840. One of the conditions to the HPB approval required that the Liberty Avenue Street end, from 23rd Street to the Collins Canal be designed, permitted and built by the Developer, with one half (50%) of all costs associated with the design, permitting and construction of the street from 23rd Street to the Collins Canal and the street end, including but not limited to landscaping, hardscaping, drainage, irrigation and lighting be paid by the Developer.

The Developer provided the City a further concession by capping the City's cost at $95,000, where the City's costs could have been fifty percent, and over $130,000. Consistent with the HPB approval, the developer installed the improvements contemplated under the order, with Public Works approval, and the northern portion of 23rd Street, to Collins Canal has been improved based upon the design, permitting and construction by the Developer.

The Administration requests the City to ratify the agreement, and authorize the Public Works Department to reimburse the Contractor $95,000 towards the improvements.

CONCLUSION

The Administration recommends that the Mayor and City Commission adopt the Resolution.

Attachment:

- Agreement Regarding the Renovation of the Liberty Avenue Improvements between 23rd Street and Collins Canal

JLM/EC/JPF/BAM/WRB/FRS

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING AN AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND CENTURIAN COLLINS PROPERTY OWNER, LLC (DEVELOPER), ATTACHED HERETO AS EXHIBIT 1, IN WHICH THE DEVELOPER DESIGNED, DEVELOPED, CONSTRUCTED AND PARTIALLY FUNDED IMPROVEMENTS ALONG LIBERTY AVENUE FROM THE NORTHERN CORNER OF 23 STREET TO COLLINS CANAL, WHICH IMPROVEMENTS ARE VALUED AT $265,430.29 AND AUTHORIZING THE CITY TO REIMBURSE DEVELOPER $95,000, AS THE CITY'S FULL AND FINAL CONTRIBUTION TOWARD THE COST OF CONSTRUCTING THE LIBERTY AVENUE IMPROVEMENTS.

WHEREAS, Centurian Collins Property Owner, LLC (the Developer) is the owner of the Aloft Hotel, located at 2360 Collins Avenue (hereinafter "Hotel"); and

WHEREAS, on September 11, 2012, the Developer obtained Historic Preservation Board (HPB) approval, under File No.: 1840, to construct the Hotel, and

WHEREAS, one of the conditions to the HPB approval required that the Liberty Avenue Street end, from 23 Street to the Collins Canal, be designed, permitted and built by the Developer, with one half (50%) of all costs associated with the design, permitting, and construction of the street (from 23rd Street to the Collins Canal and the street end), including, but not limited to, landscaping, hardscaping, drainage, irrigation and lighting; and

WHEREAS, the 23rd Street improvements are valued at over $265,430.29; and

WHEREAS, the Developer provided the City a further concession by capping the City's cost at $95,000, where the City's costs could have been fifty percent, and over $130,000; and

WHEREAS, consistent with the HPB approval, the Developer has completed the aforestated improvements contemplated by the agreement, attached hereto as Exhibit 1, and under the Agreement the City is to reimburse developer for $95,000 of the $265,430.29 expended by the Developer; and

WHEREAS, the Developer has complied with the HPB condition by paying for over fifty percent of the design, permitting and construction of the 23rd Street improvements; and

WHEREAS, the Agreement contemplated the terms and payment schedule for the 23rd Street improvements and needs to be ratified by the City Commission; and

WHEREAS, the Administration requests the City to ratify the Agreement, attached hereto as Exhibit 1, and authorize the City to reimburse the Contractor $95,000 towards the improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission ratify an agreement between the City and Centurian Collins Property Owner, LLC (Developer), attached hereto as Exhibit 1, in which the Developer designed, developed, constructed and partially funded improvements along Liberty Avenue, from the northern corner of 23 Street to Collins Canal, which improvements are valued at $265,430.29; and authorize the City to reimburse Developer $95,000, as the City's full and final contribution toward the cost of such Liberty Avenue improvements.

PASSED and **ADOPTED this** _____ day of December, 2015.

ATTEST:

_____
Philip Levine, Mayor

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney — Date 11/19/15

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AGREEMENT REGARDING THE RENOVATION OF THE LIBERTY AVENUE IMPROVEMENTS BETWEEN 23RD STREET AND COLLINS CANAL

THIS AGREEMENT REGARDING THE RENOVATION OF LIBERTY AVENUE IMPROVEMENTS BETWEEN 23RD STREET AND COLLINS CANAL ("Agreement"), dated this 3rd day of April, 2015, is entered into by **CENTURIAN COLLINS PROPERTY OWNER, LLC**, a Florida limited liability company, whose address is JMH Development, Unit C706, 184 Kent Avenue, Brooklyn, New York 11249 ("Developer"), and the **CITY OF MIAMI BEACH** ("City"), a Florida Municipal Corporation whose address is 1700 Convention Center Drive, Miami Beach, Florida, 33139. The City and Developer may also be referred to collectively herein as, the "Parties".

RECITALS:

1. Developer owns the property located at 2360 Collins Avenue in the City (the "Property"), consisting of land more particularly described in "Exhibit A."

2. Developer has received all required design approvals from the City's Historic Preservation Board ("HPB") to construct a new tower on the Property for Aloft Hotel ("Project").

3. The Developer has agreed to design, develop, construct, and partially fund improvements along Liberty Avenue ("Liberty Improvements"), from the northern corner of 23rd Street to the Collins Canal, as more particularly described in the plans ("Liberty Improvements Plan") attached as "Exhibit B".

4. Condition 2 of HPB Order File Number #1840 ("HPB Order") states that City and Developer are each responsible for 50% of the cost of the Liberty Improvements, not to exceed a total of $500,000.00, as more particularly described in the HPB Order, a copy of which is attached hereto as "Exhibit C."

5. Both the Developer and City benefit if the Liberty Improvements are completed as soon as possible.

6. The Developer has contracted with Plaza Construction (the "General Contractor" or "G.C.") to construct the Liberty Improvements at a current contract price of $265,430.29, as described in "Exhibit D."

7. The Liberty Avenue Improvements include the seawall repairs as shown in Exhibit B and identified in Exhibit D.

8. Developer and City have agreed to execute this Agreement for the purpose of memorializing their agreement.

AGREEMENTS:

Accordingly, in consideration of the foregoing and of the respective agreements and covenants contained herein, and intending to be legally bound hereby, the Parties agree as follows:

1. Recitals. The above Recitals are true, correct, and form a material part of this Agreement, and are hereby incorporated by reference and made a part hereof.

2. Liberty Improvements. The City and the Developer agree that the Developer shall be solely responsible for designing, developing and constructing the Liberty Improvements on behalf of the City. Developer shall direct the construction process and be responsible for entering into all contracts necessary for the construction of the Liberty Improvements and shall secure all required permits and approvals for the Liberty Improvements on its own behalf and, to the extent appropriate, on behalf of the City and with the City's cooperation. Any approval, consent, or joinder required from the City shall be given to Developer within seven (7) days of the request by Developer, unless, within that time, City provides Developer with a written statement setting forth in detail the City's reasons for not so providing, or otherwise conditioning Developer's request.

3. City's Contribution. The Developer is responsible for all costs and fees required to design, develop, and construct the Liberty Improvements; provided, however, the City agrees to contribute Ninety-Five Thousand Dollars ($95,000.00) ("City's Contribution") towards the costs of constructing the Liberty Improvements. The City's Contribution shall be paid to the Developer within 30 days of Developer providing evidence that Developer has paid $95,000.00 towards construction of the Liberty Improvements. Additionally, the City shall waive all costs and fees, or otherwise reimburse the Developer for all costs and fees associated with (i) closing the Liberty Avenue right of way during construction of the Liberty Improvements; and (ii) removal of on-street parking spaces during construction of the Liberty Improvements.

4. City Inspection. The City has the right (but not the obligation) to regularly inspect and monitor the design, permitting and construction process with respect to the Liberty Improvements. In the event that any aspect of said process is not proceeding in accordance with the Liberty Improvements Plans, or if the quality of the construction is materially deficient, then the City, through its Public Works Director or his designee, shall promptly notify the Developer in writing, specifying any deviations from the Liberty Improvements Plans and/or any deficiencies in the construction. The Developer shall have a reasonable period of time in which to cure the noted deficiencies or provide a satisfactory response. If the Developer does not cure the noted deficiencies or provide a response reasonably satisfactory to the City, then the City shall have the right to cure such deficiencies at the Developer's cost. Additionally, if within one (1) year after the closure of the building permit for the Liberty Improvements any of the work is found to be defective or not in accordance with the Liberty Improvements Plans, Developer, after written notice from the City, shall promptly correct, or cause to be corrected such defective or non-conforming work, without cost to the City.

5. Warranties. Developer makes no representations or warranties with respect to the Liberty Improvements. Upon closing the building permit for the Liberty Improvements, the

Developer shall assign to the City any warranties provided by contractors and subcontractors engaged by the Developer in the construction of the Liberty Improvements (including, without limitation, the G.C., as defined in the Recitals). All warranties, if any, for the Liberty Improvements shall be guaranteed and in effect for a period of one (1) year from date the Liberty Improvements are completed as evidenced by the closure of the building permit for the Liberty Improvements. In the event that the entity providing warranty is sold or dissolved, the Developer shall provide to the City a Maintenance Bond to provide warranty and guarantee for any portion of the one year period remaining. The provisions of this Section 5 are intended to survive termination and/or expiration of this Agreement.

6. Additional Terms.

a. Cleaning Up and Removal of Equipment. Developer shall keep the Liberty Improvements construction site free from accumulation of waste materials or rubbish caused by Developer's operations. Upon the completion of the Liberty Improvements, Developer shall remove all its waste materials and rubbish from and about the site as well as its tools, construction equipment, machinery and surplus materials. If Developer fails to clean up upon the completion of the Liberty Improvements, City may do so, and the cost thereof shall be charged to Developer, but not without first notifying the Developer in writing and allowing seven days to cure.

b. Safety and Protection. Developer, if required by the applicable building codes, or at Developer's election, shall erect and maintain all necessary barricades, and any other temporary walls, boarding, or fencing, throughout construction of the Liberty Improvements. Developer shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with its use of the Liberty Avenue right of way, and any other adjacent public property and/or right of ways used in conjunction with construction of the Liberty Improvements. Developer shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

i. All contractors and subcontractors for the Liberty Improvements, and their respective employees, agents, and servants, and/or other persons who may be affected thereby;

ii. All the work and all materials or equipment to be incorporated for the Liberty Improvements, whether in storage on or off the site; and

iii. Developer shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection. Developer shall notify owners of adjacent properties and utilities when prosecution of the work may affect them. Developer's duties and responsibilities for the safety and protection of the Liberty

Improvements shall continue until such time as all the Liberty Improvements is completed.

iv. Developer shall designate a responsible member of its organization at the site who shall be Developer's project representative, unless otherwise designated in writing by Developer to City.

c. City Work. City acknowledges Developer's intention to complete the Liberty Improvements as soon as possible. Any City utility work or other work required or deemed necessary by the City shall be coordinated and completed in accordance with the Developer's construction schedule, in Developer's reasonable discretion, to avoid any impact or delay in constructing the Liberty Improvements.

7. Indemnification of City. Developer shall indemnify and save harmless City, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any construction activities of Developer, its G.C., or any subcontractors, consultants, agents, servants, or employees connected with the Liberty Improvements; or by or in consequence of any gross negligence of Developer, its G.C., or any subcontractors, consultants, agents, servants, or employees, in connection with any construction activities of the Liberty Improvements; or by use of any improper materials; or by or on account of any act, error or omission of Developer, its G.C., or any subcontractor, consultants, agents, servants or employees, except to the extent caused by the gross negligence of the City in connection with the construction of the Liberty Improvements. Developer agrees to indemnify and save harmless City against any claims or liability arising from or based upon the violation of any federal, State, County or City laws, bylaws, ordinances or regulations by Developer, its G.C., or any subcontractors, agents, servants or employees (excluding gross negligence of City). Developer further agrees to indemnify, save harmless and defend City, its agents, servants and employees, from and against any claim, demand or cause of action of whatever kind or nature arising out of any gross negligent conduct or misconduct of Developer not included above and for which City, its agents, servants or employees, are alleged to be liable.

The indemnification provided in this Section 7 shall obligate Developer to defend, at its own expense, to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description that may be brought against City which may result from Developer's operations and activities under this Agreement from any construction activities of Developer, its G.C., or any subcontractors, consultants, agents, servants, or employees.

The execution of this Agreement by Developer shall obligate Developer to comply with the foregoing indemnification provision. This indemnification shall survive termination of this Agreement but shall terminate four years from closure of the building permit for the Liberty Improvements.

8. Insurance. Developer shall provide, or cause to be provided, pay for, and maintain in force at all times during construction of the Liberty Improvements, the following insurance coverage: Workers' Compensation Insurance, Employer's Liability Insurance,

Comprehensive General Liability Insurance, and Professional Liability Insurance, as will assure to City the protection contained in this Agreement.

Such policy or policies shall be issued by companies approved to do business in the State of Florida, and having agents upon whom service of process may be made in the State of Florida. Developer shall specifically protect City by naming City as an additional insured under all policies hereinafter described:

i) Professional Liability Insurance with limits of liability provided by such policy not less than One Million Dollars ($1,000,000.00)

ii) Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:

Employer's Liability with a limit of $100,000.00 each accident.

iii) Comprehensive General Liability with minimum limits of Two Million Dollars ($1,000,000.00 primary and excess of $1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office.

The policies must be endorsed to provide the City of Miami Beach, Florida, with thirty (30) calendar days written notice of cancellation, expiration and/or restriction, to the attention of the City's Risk Manager, 1700 Convention Center Drive, Miami Beach, Florida 33139. Developer shall provide to City a Certificate of Insurance or a copy of all insurance policies required herein. The City's Risk Manager reserves the right to require certified copies if requested.

9. Waivers. Any waiver by any party hereto of any breach of or failure to comply with any provision of this Agreement by any other party hereto shall be in writing and shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of, or failure to comply with such provision or any other provision of this Agreement.

10. Headings. The headings in this Agreement are solely for convenience of reference and shall not be given any effect in the construction or interpretation of this Agreement. Unless otherwise stated, references to Sections are references to Sections of this Agreement.

11. Third Parties. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person or entity, other than Developer and City, any rights or remedies under, or by reason of this Agreement.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

13. Modification. This Agreement may only be modified by a writing signed by all of the parties hereto, and no waiver hereunder shall be effective unless in writing signed by the party to be charged.

14. Attorneys' Fees. Should any party to this Agreement bring an action against any other party to enforce any provision of the Agreement, the prevailing party in said action shall be entitled to recover its reasonable attorneys' fees, including fees associated with outside counsel for the City, court costs in all trial and appellate proceedings but Parties shall not be entitled to seeking prejudgment interest.

15. Effective Date. This Agreement shall become effective upon the mutual execution hereof.

16. Governing Law. 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, if in federal court. BY ENTERING INTO THIS AGREEMENT, DEVELOPER 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.

17. Severability. If any provisions of this Agreement are held to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected or impaired and each remaining provision shall remain in full force and effect. In the event that any term or provision of this Agreement is determined by appropriate judicial authorities to be illegal void or otherwise invalid, said provision shall be given its nearest legal meaning or be construed as deleted as such authority determines and the remainder of this Agreement shall be construed to be in full force and effect.

18. Notices. All notices and communications in writing required or permitted hereunder may be delivered personally to the representatives of the Developer and the City listed below or may be mailed by registered mail, postage prepaid (or airmailed if addressed to an address outside of the city of dispatch).

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

TO DEVELOPER:

Centurian Collins Property Owner LLC
Attn: Mr. Mitchell Hochberg
Chief Financial Officer
Centurian Collins Property Owner LLC.
JMH Develop
Unit C706
184 Kent Avenue
Brooklyn, New York 11249
(212) 687-3444

With Copy To:
Greenberg Traurig, P.A.
Attention: Alfredo J. Gonzalez, Esq.
333 S.E.2nd Avenue
Miami, Florida 33131

TO CITY:

City of Miami Beach
Attn: Eric Carpenter
Public Works Director
1700 Convention Center Drive
Miami Beach, Florida 33139
(305) 673-7000, Ext. 6399

With Copy to:
City Attorney
City of Miami Beach
Office of the City Attorney
Attn: Eve Boutsis. Esq.
1700 Convention Center Drive 4th Floor
Miami Beach, FL 33139
(305) 673-7000 Ext. 6471

Notices hereunder shall be effective:

If delivered personally, on delivery; if mailed to an address in the city of dispatch, on the day following the date mailed; and if mailed to an address outside the city of dispatch on the seventh day following the date mailed.

[Signatures on next page]

[Continued from previous page]

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed and their seals to be affixed; all as of this day and year first written above.

Attest:

4/23/15

Rafael Granado, City Clerk

CITY OF MIAMI BEACH

Jimmy Morales, City Manager

Attest:

MIAMI BEACH INCORPORATED MARCH 26TH 1915

CENTURIAN COLLINS PROPERTY OWNER, LLC, a Florida limited liability company

Mitchell Hochberg, Managing Member

[Both party signatures notarized on next page]

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney

4/3/2015
Date

[Continued from previous page]

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 17th day of April, 2015 by Jimmy Morales City Manager, on behalf of the CITY OF MIAMI BEACH, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 17th day of April, 2015

Naima Delmen

Notary Public, State of Florida at Large
Commission No.:
My Commission Expires:

NAIMA DE PINEDO
MY COMMISSION # FF 126641
EXPIRES: September 26, 2018
Bonded Thru Notary Public Underwriters

STATE OF ~~FLORIDA~~ New York)
) SS:
COUNTY OF ~~MIAMI-DADE~~ New York)

The foregoing instrument was acknowledged before me this 16 day of April, 2015 by Mitchell Hochberg, Managing Member of CENTURIAN COLLINS PROPERTY OWNERS, LLC, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 16 day of April, 2015.

JULIA ANN GRANACKI
Notary Public, State of New York
Qualified in New York County
No. 01GR6239984
My Commission Expires April 25, 2015

Notary Public, State of Florida at Large
Commission No.:
My Commission Expires: April 25, 2015

Exhibit "A"
Legal Description

That portion of Block Three (3) lying South and adjacent to Lake Pancoast and Collins Canal, between Liberty and Collins Avenues, Miami Beach, Florida, more particularly described as follows:

Form a concrete monument situated at the northwest corner of Block 2 as said Block 2 is shown on a plat entitled "AMENDED MAP OF THE OCEAN FRONT PROPERTY OF THE MIAMI BEACH IMPROVEMENT COMPANY", recorded in Plat Book 5 at Page 7 of the Public Records of Miami-Dade County, Florida, run Northerly along the East line of Palm Avenue (now Liberty Avenue) as said avenue is shown on said plat a distance of 370 feet to the Point of Beginning of said tract of land herein described:

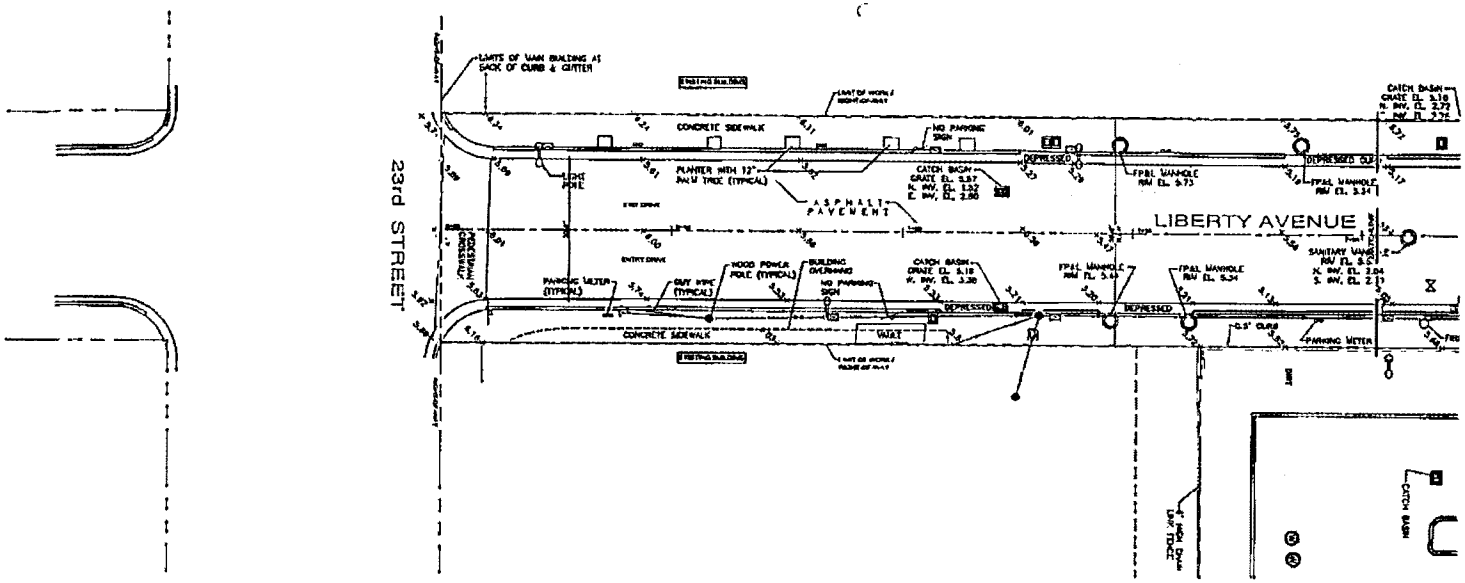
From said point of beginning continue Northerly along the East line of said Palm Avenue (now Liberty Avenue) a distance of 123.28 feet to a point, with point being the point of curvature of a circular curve, thence continue along the arc of said circular curve deflecting to the left and having for its elements a central angle of 01°58'23" and a radius of 494 feet a distance of 17.01 feet to the point, said point being the intersection of the East line of Palm Avenue (now Liberty Avenue) and the north Face of the Southerly bulkhead of Collins Canal, thence meander along the face of a concrete bulkhead in a Northeasterly direction along Collins Canal and in a Southeasterly direction along the lake (now Lake Pancoast) as said bulkhead is shown upon a Sketch entitled "Sketch to accompany metes and bounds description of a portion of Block 3") of the Amended Map of the Ocean Front Property of THE MIAMI BEACH IMPROVEMENT COMPANY, dated July 1, 1993, a distance of 484.9 feet, plus or minus to a point, said point being the intersection of said bulkhead on the Lake (now Lake Pancoast) as shown in said sketch, with a line parallel to and 217 feet distant South of the South line of Hotel Place (now 24th Street) as said Hotel Place (now 24th Street) is shown on the above mentioned record Plat, thence run in an Easterly direction along a line parallel to and 217 feet distance South of the South line of Hotel Place (now 24th Street) a distance of 6.18 feet to a point, said point being the intersection of the last mentioned course with the West line of Collins Avenue as Collins Avenue is shown on said record plat; thence run in a Southerly direction deflecting to the right 90 along the Westerly line of Collins Avenue, as Collins Avenue is shown on said record plat a distance of 88 feet to a point, thence run in a Westerly direction along a line deflecting 90 to the right from the West line of Collins Avenue, said line also being parallel to and 310 feet distance north from the North line Atlantic Avenue (now 23rd Street) as Atlantic Avenue is shown on above mentioned record plat, a distance of 285 feet to the point of beginning of the tract of land herein described.

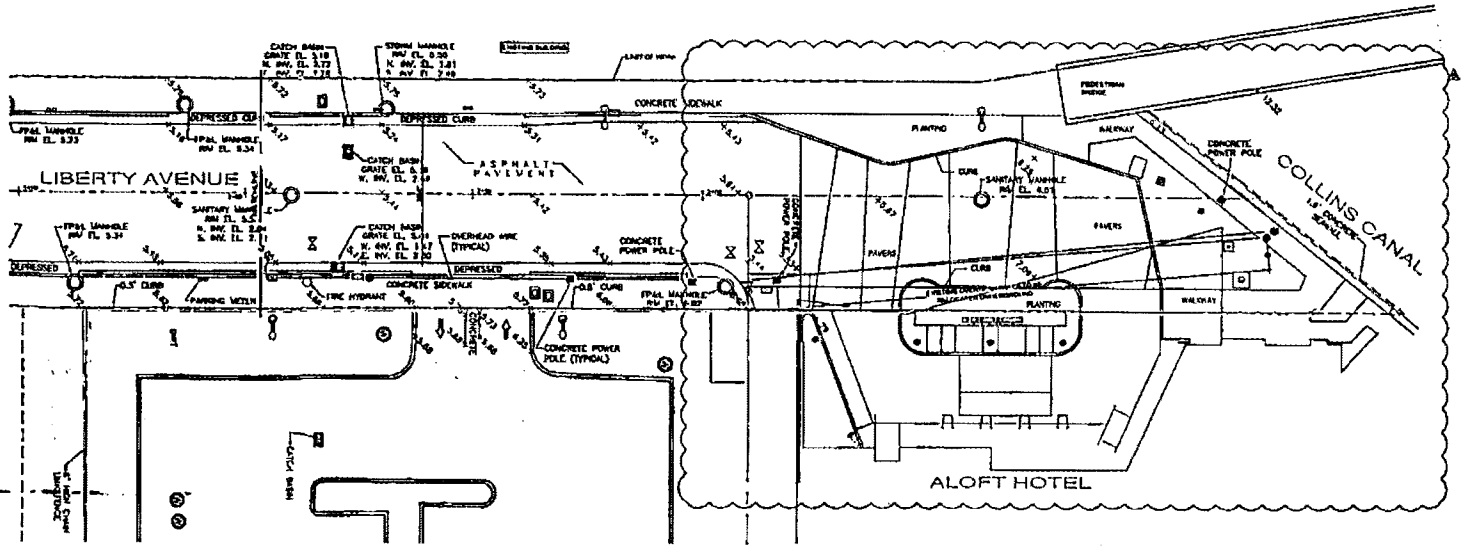
TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:

From a concrete monument situated at the northwest corner of Block 2 as said Block 2 is shown on a plat entitled AMENDED MAP OF THE OCEAN FRONT PROPERTY OF THE MIAMI BEACH IMPROVEMENT COMPANY recorded in Plat Book 5, Page 7 of the Public Records of Miami-Dade County, Florida, run Northeasterly along the East line of Palm Avenue (now Liberty Avenue) as said Avenue is shown on above mentioned record plat a distance of 493.28 feet to a point, said point being the Point of Curvature (P.C.) of a circular curve; thence continue along the arc of a circular curve deflecting to the left and having for its elements a central angle of 01°58'23" and a radius of 494 feet a distance of 17.01 feet to the point, said point being the intersection of the East line of Palm Avenue (now Liberty venue) and the Northerly face of the concrete bulkhead situated on the Southerly shore of Collins Canal; thence meander the Northerly face of said concrete bulkhead in a Northeasterly direction along Collins Canal and in a Southeasterly direction along Lake Pancoast as said concrete bulkhead is shown on a sketch entitled "Sketch to Accompany Metes and Bounds Description of Lagoon at South End of Lake Pancoast, Miami Beach, Florida" prepared by Zurwelle-Whitaker, Inc. Engineers, dated November 4, 1940 and revised January 2, and January 24, 1941, a distance of 204.6 feet to the Point of Beginning of the area herein described.

From said Point of Beginning run in a Southeasterly direction along a line passing through said Point of Beginning and a point where the Southerly line of Hotel Place (now 24th Street) intersects the concrete bulkhead on the Easterly Shore of Lake Pancoast, a distance of 80.0 feet to a point; thence run in a Southwesterly direction along a line passing through the last mentioned point and a point on the outside face of the concrete bulkhead situated on the Southerly Shore of said Lagoon, said last-mentioned point being 33.0 feet Westerly from the Westerly line of Collins Avenue, and marked by a cut in the face of said bulkhead, a distance of 215 feet, plus or minus; thence meander in a Westerly and Northwesterly direction along the concrete bulkhead of said Lagoon a distance of 254.1 feet, plus or minus, to the Point of Beginning of the area herein described.

Exhibit B
Plans





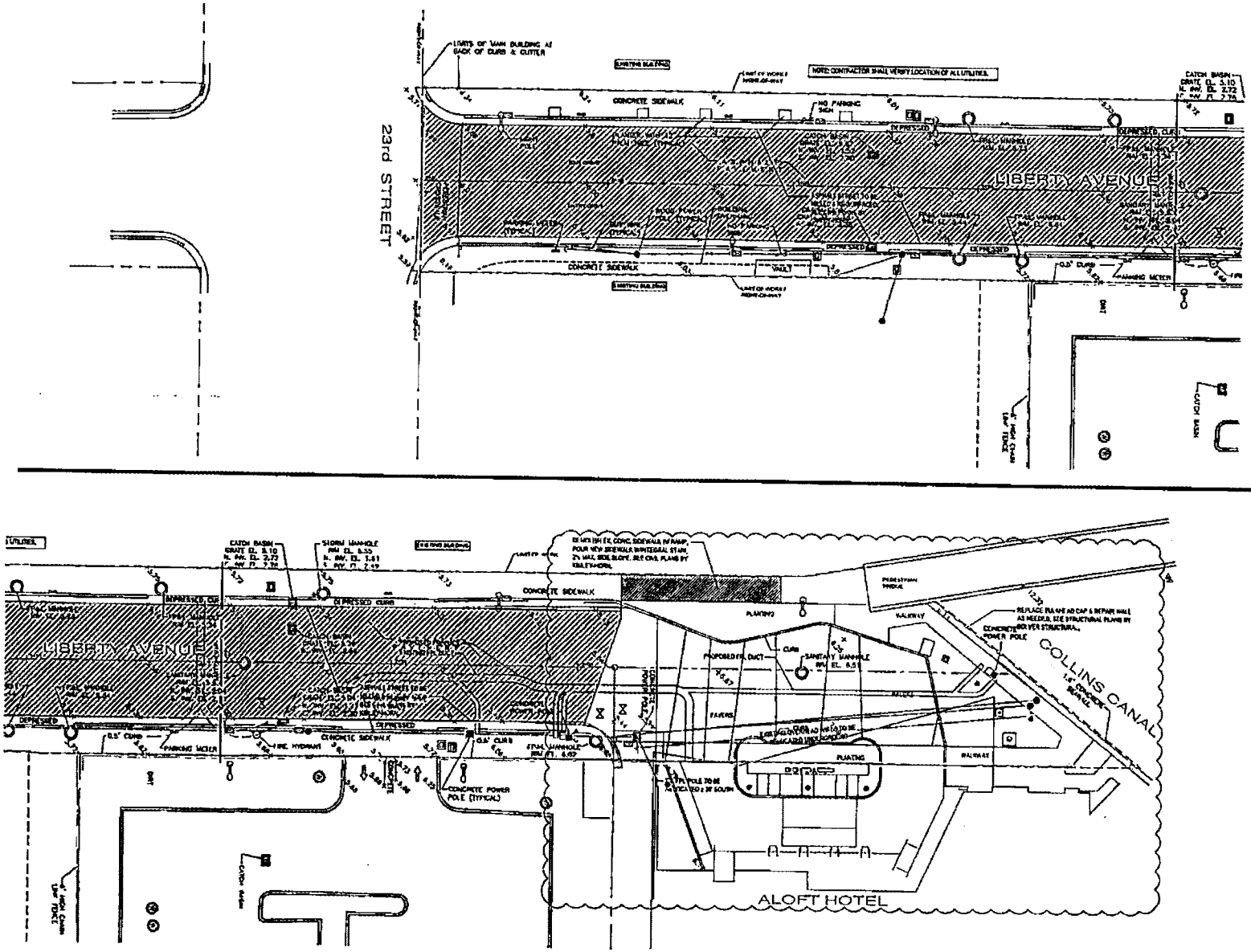
PERMIT SET

ADD Inc

EXHIBIT "A"

EXISTING CONDITIONS PLAN

L-1



Aloft

JMA

RECTT ROY

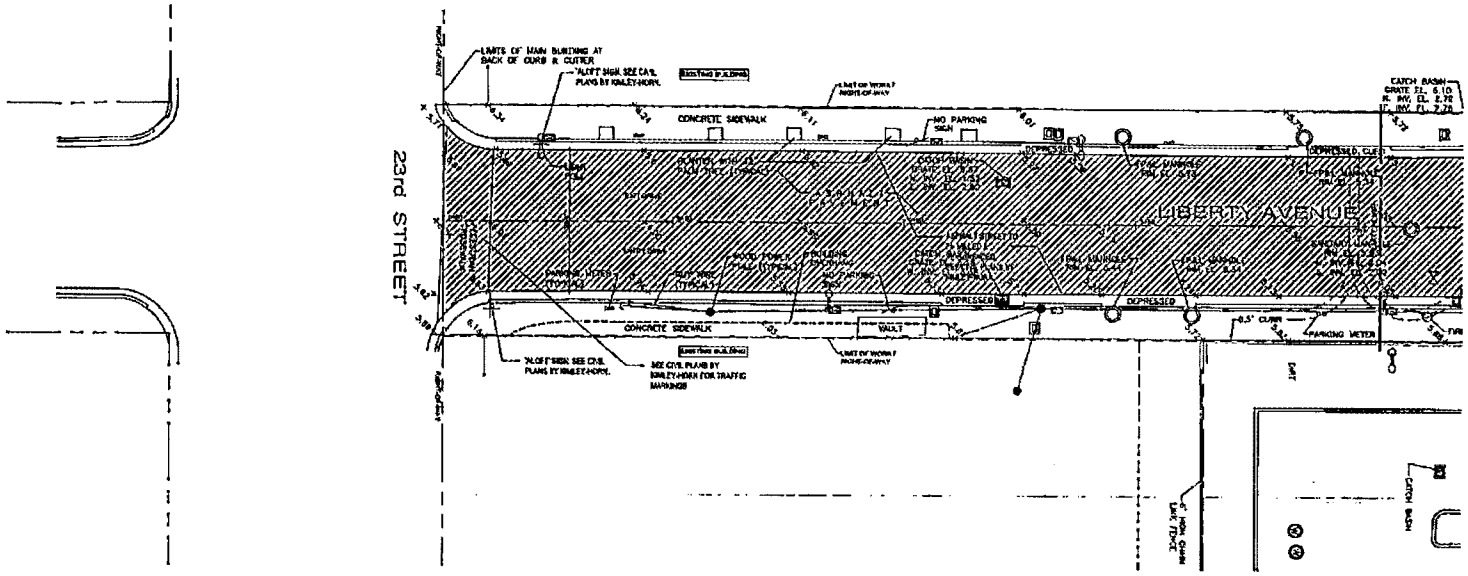
PERMIT SET

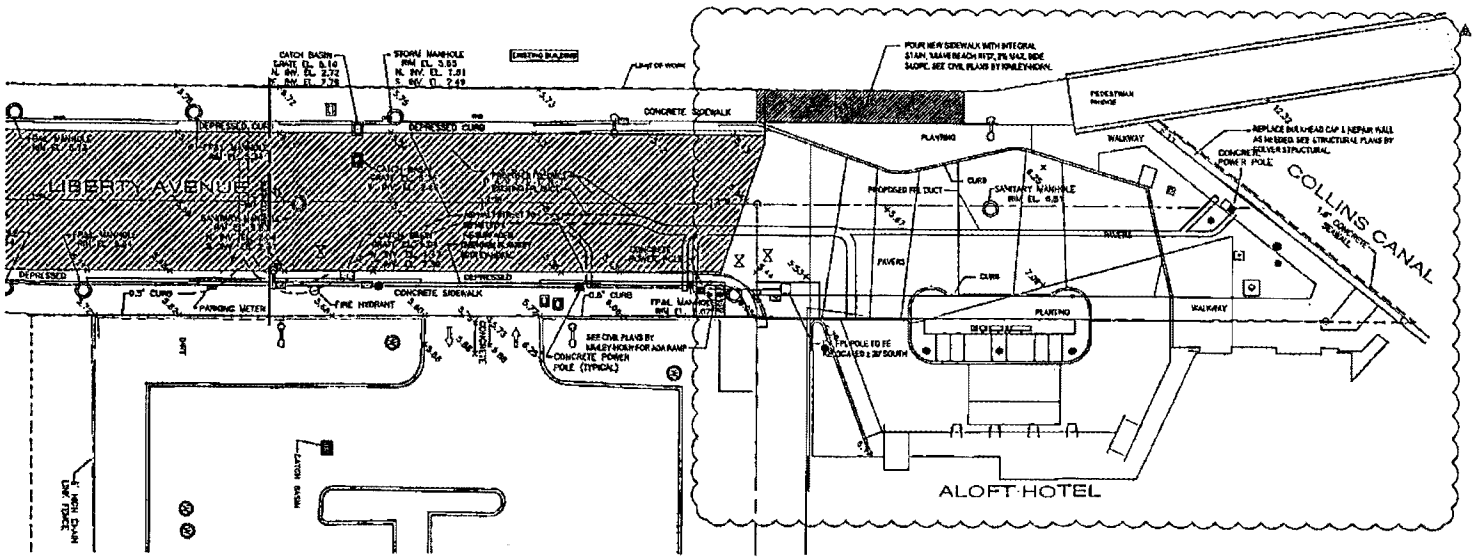
ADD Inc

EXHIBIT "A"

DEMOLITION PLAN

L-2





aloft

MADDEN

RIOTT | ROY

LIBERTY AVENUE
MIAMI BEACH, FLORIDA

PERMIT SET

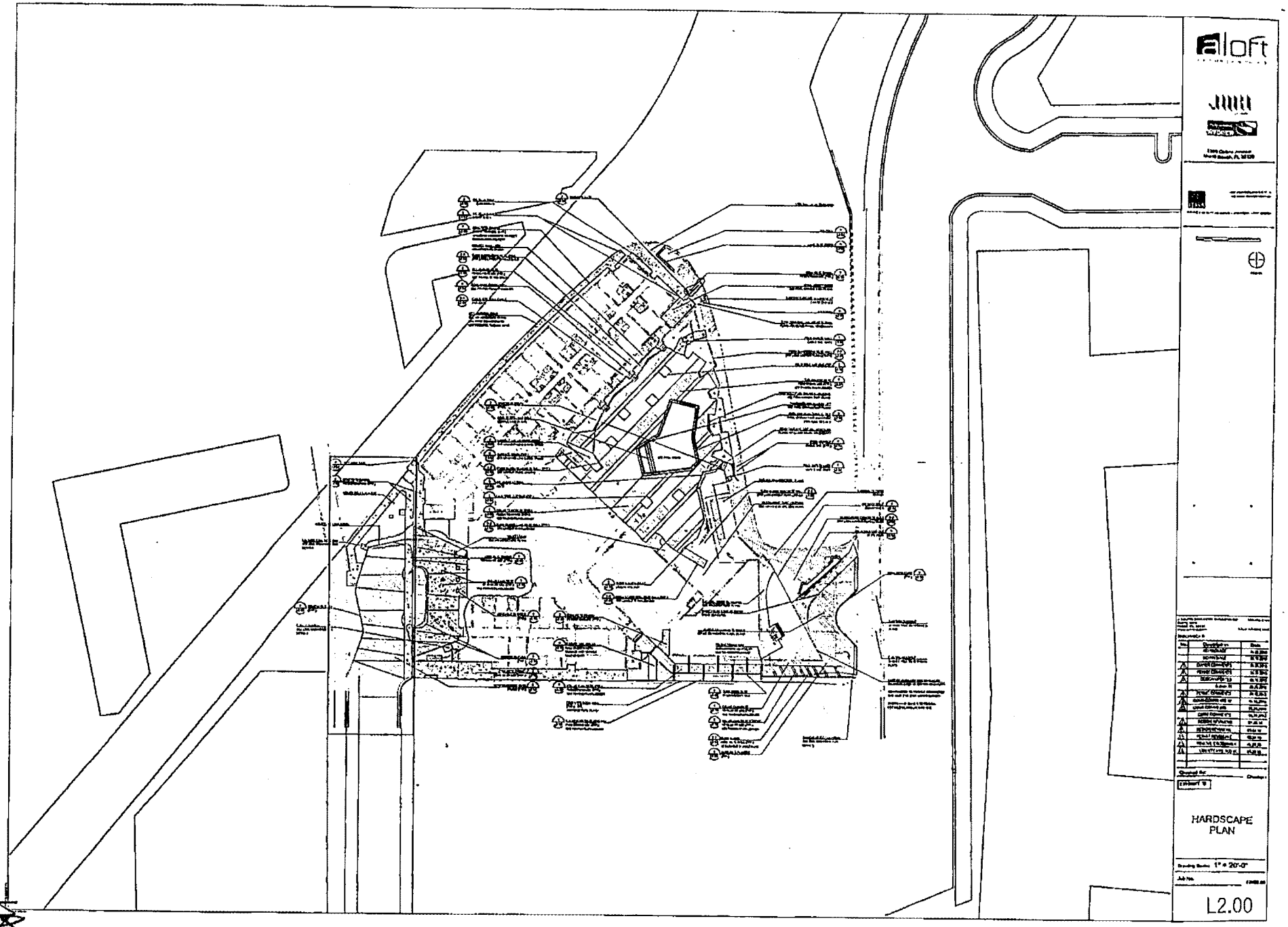
ADD Inc

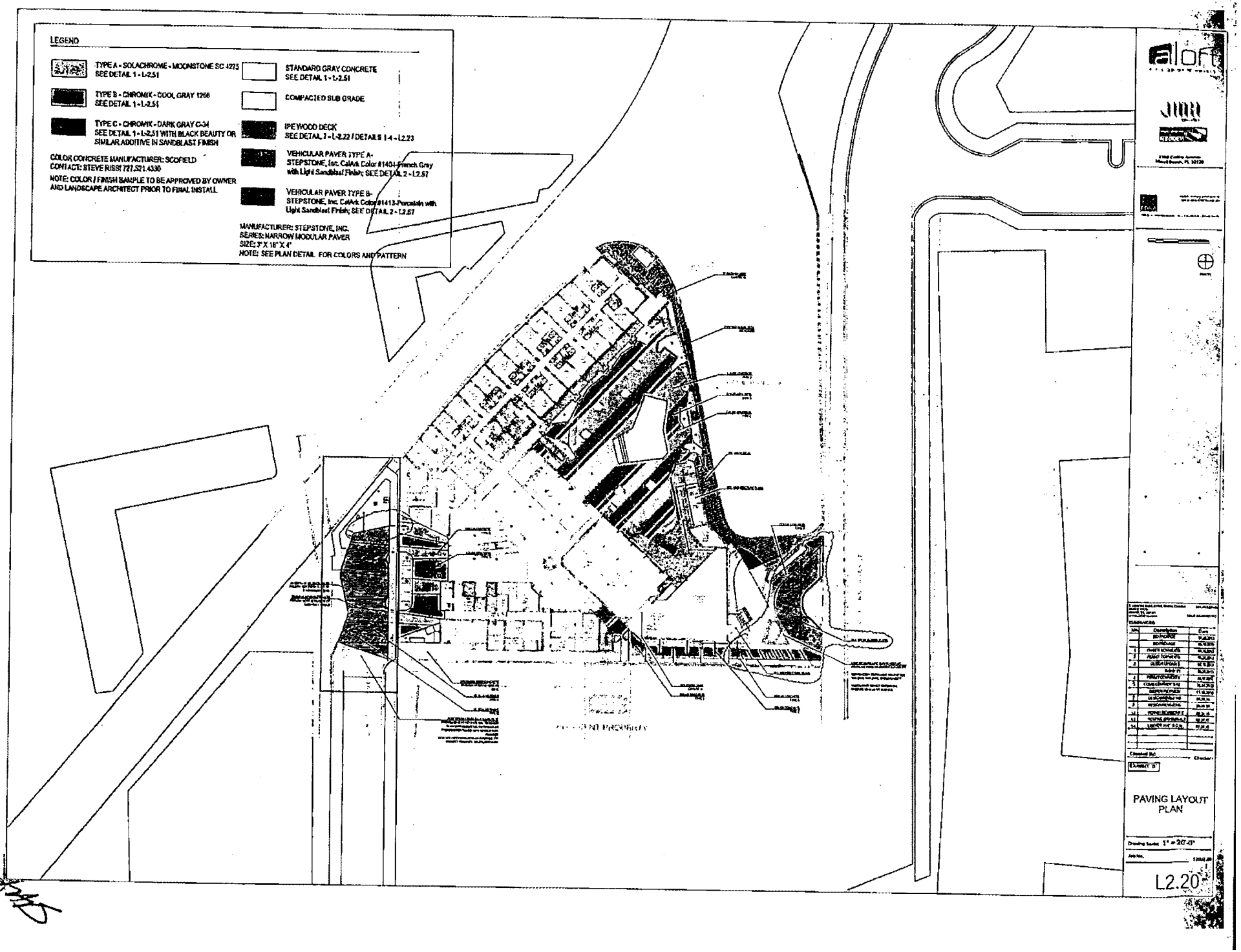
No.	Description	Date
1	CITY COMMENTS	8.14.14
2	CITY COMMENTS	9.23.14
3	V.E. FOR OWNER	1.23.15
4	PER OWNER	3.27.15

EXHIBIT "A"

RESTORATION PLAN

L-3


Aloft
HARDSCAPE PLAN
1" = 20'-0"
L2.00

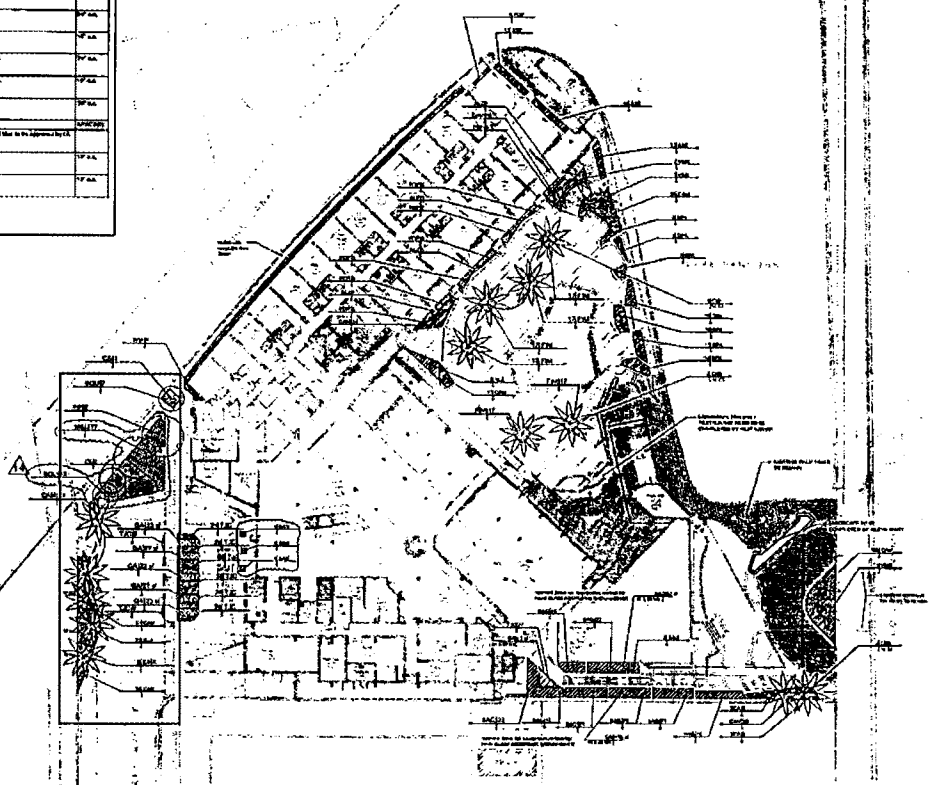

LEGEND
TYPE A - SOLACHROME - MOONSTONE SC 4275
SEE DETAIL 1 - L-2.51
TYPE B - CHROMIX - COOL GRAY 1268
SEE DETAIL 1 - L-2.51
TYPE C - CHROMIX - DARK GRAY C-34
SEE DETAIL 1 - L-2.51 WITH BLACK BEAUTY OR SIMILAR ADDITIVE IN SANDBLAST FINISH
COLOR CONCRETE MANUFACTURER: SCOFIELD
CONTACT: STEVE RISSI 727.521.4330
NOTE: COLOR / FINISH SAMPLE TO BE APPROVED BY OWNER AND LANDSCAPE ARCHITECT PRIOR TO FINAL INSTALL
STANDARD GRAY CONCRETE
SEE DETAIL 1 - L-2.51
COMPACTED SUB GRADE
IPE WOOD DECK
SEE DETAIL 7 - L-2.22 / DETAILS 1-4 - L2.23
VEHICULAR PAVER TYPE A-
STEPSTONE, Inc. CalArk Color #1404-French Gray with Light Sandblast Finish; SEE DETAIL 2 - L2.57
VEHICULAR PAVER TYPE B-
STEPSTONE, Inc. CalArk Color #1413-Porcelain with Light Sandblast Finish; SEE DETAIL 2 - L2.57
MANUFACTURER: STEPSTONE, INC.
SERIES: NARROW MODULAR PAVER
SIZE: 3" X 18" X 4"
NOTE: SEE PLAN DETAIL FOR COLORS AND PATTERN
aloft
PAVING LAYOUT PLAN
Drawing Scale: 1" = 20'-0"
L2.20

GROUND LEVEL PLANT SCHEDULE

	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CMT	
TREES	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
PALMS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CMT	
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CMT	SPACING
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CMT	SPACING
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

NOTE: PLANT SCHEDULE IS FOR GROUND LEVEL ONLY
SEE L302 FOR GROUND SUN DECK PLANT SCHEDULE

CONTRACTOR TO VERIFY ALL PLANT QUANTITIES.



aloft

No.	Description	Date
	100% PROGRESS	[illegible]
	100% PROGRESS	[illegible]
1	CITY REVIEW COMMENTS	[illegible]
2	REVISED CITY COMMENTS	[illegible]
3	REVISED CITY COMMENTS	[illegible]
	5	[illegible]
4	REVISED CITY COMMENTS	[illegible]
5	REVISED CITY COMMENTS	[illegible]
6	REVISED ARCHITECTURE	[illegible]
7	DESIGN REVISIONS	[illegible]
8	DESIGN REVISIONS	[illegible]
9	DESIGN REVISIONS	[illegible]
10	VE REVISIONS	[illegible]
11	VE REVISIONS	[illegible]
12	VE REVISIONS	[illegible]
13	REVISED DESIGN	[illegible]
14	REVISED DESIGN	[illegible]
15	REVISED DESIGN	[illegible]
16	UPDATE SITE PLAN	[illegible]

Drawn by: [illegible] Checked by: [illegible]

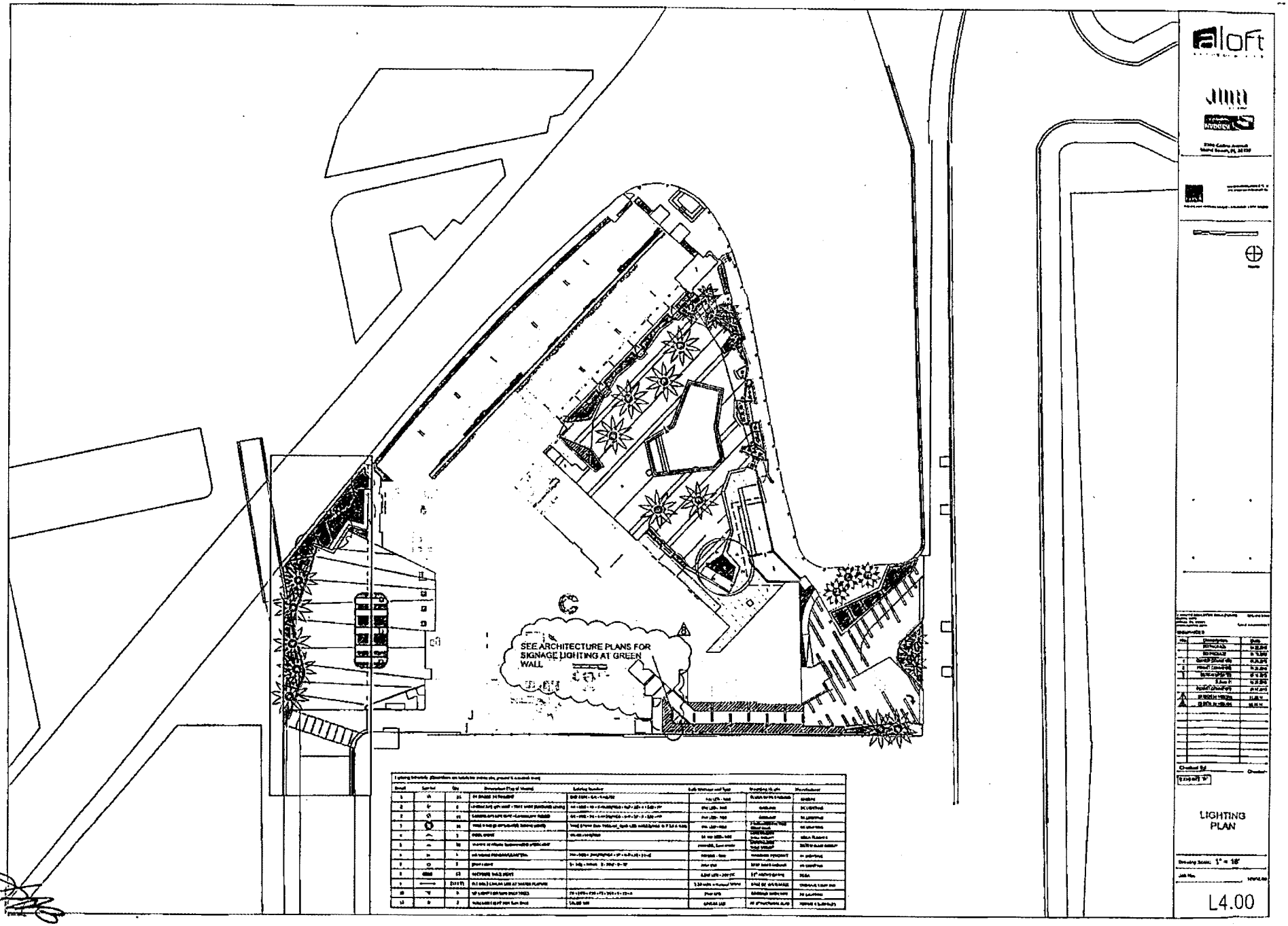
EXHIBIT "B"

LANDSCAPE PLAN

Drawing Scale: 1" = 20'-0"

Job No. [illegible]

L3.00


aloft
SEE ARCHITECTURE PLANS FOR SIGNAGE LIGHTING AT GREEN WALL
LIGHTING PLAN
L4.00

IRRIGATION PLAN
L5.00

Exhibit C
HPB ORDERS

HISTORIC PRESERVATION BOARD
City of Miami Beach, Florida

CERTIFICATION
THIS IS TO CERTIFY THAT THE ATTACHED DOCUMENT IS A TRUE AND ACCURATE COPY OF THE ORIGINAL ON FILE IN THE OFFICE OF THE PLANNING DEPARTMENT, CITY OF MIAMI BEACH
Notary Public, State of Florida
Printed Name
My Commission Expires
This document contains 6 pages.

MEETING DATE: March 9, 2004

FILE NO: 1640

PROPERTY: 2360 Collins Avenue – The Creek Hotel

LEGAL: Block 3 of the amended plat of the ocean front property of the Miami Beach Improvement Company's subdivision, according to the Plat Thereof, as Recorded in Plat Book 5, Page 7, of the Public Records of Miami-Dade County, Florida.

IN RE: The Application for a Certificate of Appropriateness for the partial demolition, partial reconstruction, alteration, renovation and rehabilitation of an existing motel complex, as well as the construction of an eight (8) story residential structure.

ORDER

The applicant, Ken Fields, filed an application with the City of Miami Beach Planning Department for a Certificate of Appropriateness.

The City of Miami Beach Historic Preservation Board makes the following FINDINGS OF FACT, based upon the evidence, information, testimony and materials presented at the public hearing and which are part of the record for this matter:

A. The subject structure is located within the Collins Waterfront Local Historic District and is designated contributing in the Miami Beach Historic Properties Database.

B. Based on the plans and documents submitted with the application, testimony and information provided by the applicant, and the reasons set forth in the Planning Department Staff Report, the project as submitted is consistent with the Certificate of Appropriateness Criteria in Section 118-564(a)(1) of the Miami Beach Code, is not consistent with Certificate of Appropriateness Criteria a, b, c, and d in Section 118-564(a)(2) of the Miami Beach Code, is not consistent with Certificate of Appropriateness Criteria b, d, j, and m in Section 118-564(a)(3) of the Miami Beach Code, and is not consistent with Certificate of Appropriateness Criteria for Demolition 6, 8 and 9 in Section 118-564(f)(4).

C. The project would be consistent with the criteria and requirements of section 118-564 if the following conditions are met:

1. Revised elevation, detailed site plan, and floor plan drawings, shall be submitted to and approved by staff; at a minimum, such drawings shall incorporate the following:

   a. The proposed roof top canopies shall be eliminated at each level.

   b. Additional details of the louver system shall be provided, including a section detailing the method of attachment to the building, color, and method of operation, subject to the review and approval of staff. The louver locations shall also be shown on the floor plans.

   c. The east elevation of the existing northernmost building shall be restored to its original configuration, in a manner to be reviewed and approved by staff.

   d. Each elevation shall contain a corresponding elevation section mark on the site plan which accurately denotes the angle at which the elevation was drawn.

   e. Enclosed living areas placed above the existing lobby roof shall be subject to the review and approval of staff.

   f. Building sections shall be provided through the main axis of the tower structure and existing buildings.

   g. The renovation and restoration of the existing structures shall obtain a building permit concurrent with the new construction. A Temporary Certificate of Occupancy (TCO) shall not be issued for the newly constructed residential portion of the project prior to the completion of the renovated and reconstructed retail portions.

2. A revised landscape plan, prepared by a Professional Landscape Architect, registered in the State of Florida, and corresponding site plan, shall be submitted to and approved by staff. The species type, quantity, dimensions, spacing, location and overall height of all plant material shall be clearly delineated and subject to the review and approval of staff. At a minimum, such plan shall incorporate the following:

   a. All exterior walkways and driveways shall consist of decorative pavers, set in sand or other equally semi-pervious material, subject to the review and approval of staff.

   b. All landscape areas abutting driveways and parking areas shall be defined by decorative bollards.

c. A fully automatic irrigation system with 100% coverage and an automatic rain sensor in order to render the system inoperative in the event of rain. Right-of-way areas shall also be incorporated as part of the irrigation system.

d. The landscape plan shall satisfy all requirements as specified in Chapter 33 of the Miami-Dade County Code. A landscape table shall be provided on final landscape plans addressing all minimum quantity and native requirements, subject to the review and approval of staff.

e. Backflow preventers and utility boxes shall not be permitted within any required yard. The location of backflow preventer, siamese pipes or FPL boxes, if any, and how they are screened with landscape material from the right-of-way, shall be indicated on the plans and shall be subject to the review and approval of staff.

f. The site landscaping along Liberty Avenue shall be carefully coordinated with the Oceanfront Neighborhood Streetscape Improvement Project. Refer to the City of Miami Beach Capital Improvements Office for further information.

g. The paving pattern and paving material on Liberty Avenue shall be subject to the review and approval of staff and shall be integrated into the design of any landscaping features.

3. All building signage shall be consistent in type, composed of flush mounted, non-plastic, individual letters and shall require a separate permit.

4. The final exterior surface color scheme, including color samples, shall be subject to the review and approval of staff and shall require a separate permit.

5. A traffic mitigation plan, which addresses all roadway Level of Service (LOS) deficiencies relative to the concurrency requirements of the City Code, if required, shall be submitted prior to the issuance of a Building Permit and the final building plans shall meet all other requirements of the Land Development Regulations of the City Code.

6. Manufacturers drawings and Dade County product approval numbers for all new windows, doors and glass shall be required, prior to the issuance of a building permit.

7. All roof-top fixtures, air-conditioning units and mechanical devices shall be clearly noted on a revised roof plan and shall be screened from view, in a manner to be approved by staff.

8. Revised drawings, with corresponding color photographs that are separate from the construction documents, drawn to scale and clearly documenting the existing

conditions of the subject building, shall be submitted. Such drawings and photographs shall include all four elevations and interior floor plans of the building, as well as a site plan.

9. An historic analysis of the existing structure, inclusive of a photographic and written description of the history and evolution of the original building on site, shall be submitted to and approved by staff, prior to the issuance of a Building Permit; such historic analysis shall be displayed prominently within the public area of the structure, in a location to be determined by staff.

10. All new and altered elements, spaces and areas shall meet the requirements of the Florida Accessibility Code (FAC).

11. The project shall comply with any landscaping or other sidewalk/street improvement standards as may be prescribed by a relevant Urban Design Master Plan approved prior to the completion of the project and the issuance of a Certificate of Occupancy.

12. The applicant may be required to submit a separate analysis for water and sewer requirements, at the discretion of the Public Works Director, or designee. Based on a preliminary review of the proposed project, the following may be required by the Public Works Department:

    a. Remove/replace sidewalks, curbs and gutters on all street frontages, if applicable.

    b. Mill/resurface asphalt in rear alley along property, if applicable.

    c. Provide underground utility service connections and on-site transformer location, if necessary.

    d. Provide back-flow prevention devices on all water services.

    e. Provide on-site, self-contained storm water drainage for the proposed development.

    f. Meet water/sewer concurrency requirements including a hydraulic water model analysis and gravity sewer system capacity analysis as determined by the Department and the required upgrades to water and sewer mains servicing this project.

    g. Payment of City utility impact fees for water meters/services.

    h. Provide flood barrier ramps to underground parking or minimum slab elevation to be at highest adjacent crown road elevation plus 8".

i. Right-of-way permit must be obtained from Public Works.

j. All right-of-way encroachments must be removed.

k. All planting/landscaping in the public right-of-way must be approved by the Public Works and Parks Departments.

13. A drawn plan and written procedure for the proposed demolition shall be prepared and submitted by a Professional Structural Engineer, registered in the State of Florida, which fully ensures the protection of the public safety, as well as the protection of the existing structure on the subject site and all existing structures adjacent to the subject site during the course of demolition.

14. The Certificate of Appropriateness for Demolition shall only remain in effect for the period of time that there is an active Certificate of Appropriateness for the associated new construction on the subject property.

15. The Final Order shall be recorded in the Public Records of Miami-Dade County, prior to the issuance of a Building Permit.

16. The Final Order is not severable, and if any provision or condition hereof is held void or unconstitutional in a final decision by a court of competent jurisdiction, the order shall be returned to the Board for reconsideration as to whether the order meets the criteria for approval absent the stricken provision or condition, and/or it is appropriate to modify the remaining conditions or impose new conditions.

IT IS HEREBY ORDERED, based upon the foregoing findings of fact, the evidence, information, testimony and materials presented at the public hearing, which are part of the record for this matter, and the staff report and analysis, which are adopted herein, including the staff recommendations which were amended by the Board, that the Certificate of Appropriateness is GRANTED for the above-referenced project subject to those certain conditions specified in paragraph C of the Findings of Fact (Condition Nos. 1-16, inclusive) hereof, to which the applicant has agreed.

No building permit may be issued unless and until all conditions of approval as set forth herein have been met. The issuance of a Certificate of Appropriateness does not relieve the applicant from obtaining all other required Municipal, County and/or State reviews and permits, including zoning approval. If adequate handicapped access is not provided, this approval does not mean that such handicapped access is not required or that the Board supports an applicant's effort to seek waivers relating to handicapped accessibility requirements.

When requesting a building permit, three (3) sets of plans approved by the Board, modified in accordance with the above conditions, as well as annotated floor plans which clearly delineate the Floor Area Ratio (FAR) calculations for the project, shall be submitted to the Planning Department. If all of the above-specified conditions are satisfactorily addressed, the plans will be reviewed for building permit approval. Two (2) sets will be returned to you for submission for a building permit

and one (1) set will be retained for the Historic Preservation Board's file.

If the Full Building Permit is not issued within eighteen (18) months of the meeting date at which this Certificate of Appropriateness was granted and construction does not commence and continue in accordance with the requirements of the applicable Building Code, the Certificate of Appropriateness will expire and become null and void, unless the applicant, prior to expiration of such period, makes application to the Board for an extension of time; the granting of any such extension of time shall be at the discretion of the Board. At the hearing on any such application, the Board may deny or approve the request and modify the above conditions or impose additional conditions. Failure to comply with this Order shall subject the Certificate of Appropriateness to Section 118-564, City Code, for revocation or modification of the Certificate of Appropriateness.

Dated this 25 day of MARCH, 2004.

HISTORIC PRESERVATION BOARD
THE CITY OF MIAMI BEACH, FLORIDA

BY: _____
THOMAS R. MOONEY, AICP
DESIGN AND PRESERVATION MANAGER
FOR THE CHAIR

STATE OF FLORIDA)
)SS.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 25TH day of MARCH 2004 by Thomas R. Mooney, Design and Preservation Manager, Planning Department, City of Miami Beach, Florida, a Florida Municipal Corporation, on behalf of the Corporation. He is personally known to me.

Charles A Tait
My Commission DD233174
Expires July 17, 2007

NOTARY PUBLIC
Miami-Dade County, Florida
My commission expires: _____

Approved As To Form:
Legal Department: _____ (3-22-04)

Filed with the Clerk of the Historic Preservation Board on 3/25/04 ( )

F:\PLAN\$HPB\04HPB\Mar-HPB04\1840.fo.doc

CFN 20120803891
OR Bk 28349 Pgs 2005 - 2014; (10pgs)
RECORDED 11/07/2012 15:51:21
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

HISTORIC PRESERVATION BOARD
City of Miami Beach, Florida

MEETING DATE: September 11, 2012

FILE NO: 1840

PROPERTY: 2360 Collins Avenue

CERTIFICATION

THIS IS TO CERTIFY THAT THE ATTACHED DOCUMENT IS A TRUE AND ACCURATE COPY OF THE ORIGINAL ON FILE IN THE OFFICE OF THE PLANNING DEPARTMENT, CITY OF MIAMI BEACH

(Signature of Planning Director or Designee) 10-11-2012 (Date)

Personally known to me or Produced ID:

Notary Public, State of Florida at Large

Printed Name: Teresa Maria

My Commission Expires: (Seal) 12-2-13

This document contains 10 pages.

TERESA MARIA
MY COMMISSION # DD 928146
EXPIRES: December 2, 2013
Bonded Thru Budget Notary Services

LEGAL: Block 3 of the Amended Plat of the Ocean Front Property of the Miami Beach Improvement Company's Subdivision, according to the Plat Thereof, as Recorded in Plat Book 5, Page 7, of the Public Records of Miami-Dade County, Florida.

IN RE: The Application for a Certificate of Appropriateness for the partial demolition, partial reconstruction, alteration, renovation and rehabilitation of an existing motel complex, as well as the construction of an eight (8) story residential structure. Specifically, the applicant is requesting substantial design and massing modifications to the previously approved project, including the elimination of all on-site parking, along with a change of use from multifamily to hotel.

ORDER

The applicant, Centurian Collins Avenue, LLC, filed an application with the City of Miami Beach Planning Department for a Certificate of Appropriateness.

The City of Miami Beach Historic Preservation Board makes the following FINDINGS OF FACT, based upon the evidence, information, testimony and materials presented at the public hearing and which are part of the record for this matter:

A. The subject structure is classified as 'Contributing' in the Miami Beach Historic Properties Database and is located within the Collins Waterfront Historic District.

B. Based on the plans and documents submitted with the application, testimony and

information provided by the applicant, and the reasons set forth in the Planning Department Staff Report, the project as submitted is not consistent with the Certificate of Appropriateness Criteria 'a' in Section 118-564(a)(1) of the Miami Beach Code, is not consistent with Certificate of Appropriateness Criteria 'a', & 'b' in Section 118-564(a)(2) of the Miami Beach Code, is not consistent with Certificate of Appropriateness Criteria 'b' & 'e' in Section 118-564(a)(3) of the Miami Beach Code, and is consistent with Certificate of Appropriateness Criteria for Demolition in Section 118-564(f)(4) of the Miami Beach Code.

C. The project would be consistent with the criteria and requirements of section 118-564 if the following conditions are met:

1. Revised elevations, site plan and floor plan drawings shall be submitted to and approved by staff; at a minimum, such drawings shall incorporate the following:

   a. The original lobby shall be fully restored to the greatest extent possible, including restoration of original materials and finishes, including the original lobby desk configuration.

   b. The accessible ramp at the main entrance to the historic lobby shall not be permitted as proposed, and shall be redesigned in order to require little or no demolition of original architectural features.

   c. The exterior of the original lobby shall be fully renovated and restored, including the use of matching materials and finishes where possible.

   d. The demolition of the existing original front entrance steps and curvilinear planter shall not be permitted; they shall be retained and restored.

   e. The demolition of the northeast corner hotel rooms on the first and second floors, shall not be permitted. Any demolition in this area shall not exceed the demolition initially reviewed and approved by the Board.

   f. The original pylon at the front entrance shall be fully restored.

   g. The original building signage, 'Motel Ankara' shall be restored in its original location on the north stairwell pylon.

   h. The design for the standard guest room elevations shall be further refined and simplified in a manner to be reviewed and approved by staff.

   i. Balconies shall be provided on levels 5 through 8 on the northeast and northwest elevations of the north wing of the new construction, as shown in submitted elevation drawings.

   j. The proposed monument sign for the Liberty Avenue entrance shall be reduced in size not to exceed sixty (60) square feet, subject to review and approval by the Zoning Board of Adjustment, and sited in a manner to be reviewed and approved by staff.

k. Compliance with Section 130-132 of the City Code, as it pertains to the removal of required parking, as proposed by the applicant, shall be determined by the Planning Director.

l. An identification marker of the proposed new structure or new addition to an existing structure, including the name of the design architect and year of construction, shall be required. The design, dimensions, material and location of such marker shall be consistent with the prototype B (oval), adopted for approval by the Board and shall be submitted to and approved by staff, prior to the issuance of a Building Permit. Such marker shall be two (2) square feet in size, consist of a stainless steel, brushed aluminum or similar finish and utilize an arial font with routed out or engraved black letters.

m. All roof-top fixtures, air-conditioning units and mechanical devices shall be clearly noted on a revised roof plan and shall be architecturally screened from view.

n. Prior to the issuance of a Certificate of Occupancy, the project Architect shall verify, in writing, that the subject project has been constructed in accordance with the plans approved by the Planning Department for Building Permit.

2. A revised landscape plan, prepared by a Professional Landscape Architect, registered in the State of Florida, and corresponding site plan, shall be submitted to and approved by staff. The species type, quantity, dimensions, spacing, location and overall height of all plant material shall be clearly delineated and subject to the review and approval of staff. At a minimum, such plan shall incorporate the following:

a. The proposed 'green screen' landscape structures along Collins Avenue, which would block views from Collins Avenue to the restored building, shall not be permitted. Only low ground cover and canopy trees shall be permitted, in a manner to be reviewed and approved by staff.

b. The Liberty Avenue Street end, from 23rd Street to the Collins Canal shall be designed, permitted and built by the applicant, in a manner to be reviewed and approved by staff. One half (50%) of all costs associated with the design, permitting and construction of the street from 23rd Street to the Collins Canal and the street end, including but not limited to landscaping, hardscaping, drainage, irrigation and lighting, shall be the responsibility of the applicant. Should the costs to the applicant exceed $250,000, the applicant shall return to the Board for a modification of this condition. Such streetscape shall be coordinated with the City's Capital Improvement Project for Lake Pancoast neighborhood along the north side of the canal.

c. Only low ground cover and canopy trees shall be permitted within the Liberty Avenue right-of-way and street end and along the Collins Canal adjacent to the new Liberty Avenue hotel entrance, in a manner to be reviewed and approved by staff.

d. Any security fencing or gates shall not be located within the front yard facing Collins Avenue and shall be setback behind the face of the historic building, subject to the review and approval of staff.

e. A fully automatic irrigation system with 100% coverage and an automatic rain sensor in order to render the system inoperative in the event of rain. Right-of-way areas shall also be incorporated as part of the irrigation system.

f. The utilization of root barriers and/or structural soil, as applicable, shall be clearly delineated on the revised landscape plan.

g. The applicant shall verify, prior to the issuance of a Building Permit, the exact location of all backflow preventers and all other related devices and fixtures; such fixtures and devices shall not be permitted within any required yard or any area fronting a street or sidewalk. The location of backflow preventers, siamese pipes or other related devices and fixtures, if any, and how they are screened with landscape material from the right-of-way, shall be clearly indicated on the site and landscape plans and shall be subject to the review and approval of staff.

h. The applicant shall verify, prior to the issuance of a Building Permit, the exact location of all applicable FPL transformers or vault rooms; such transformers and vault rooms, and all other related devices and fixtures, shall not be permitted within any required yard or any area fronting a street or sidewalk. The location of any exterior transformers, and how they are screened with landscape material from the right-of-way, shall be clearly indicated on the site and landscape plans and shall be subject to the review and approval of staff.

i. Prior to the issuance of a Certificate of Occupancy, the Landscape Architect for the project architect shall verify, in writing, that the project is consistent with the ~~site and landscape plans approved by the Planning Department for Building~~ Permit.

3. All building signage shall be consistent in type, composed of flush mounted, non-plastic, individual letters and shall require a separate permit. <u>Any illuminated letters shall be composed of reverse channel letters only</u>.

4. The final exterior surface color scheme, including color samples, shall be subject to the review and approval of staff and shall require a separate permit.

5. Revised drawings, with corresponding color photographs, that are separate from the construction documents, drawn to scale and clearly documenting the existing conditions of the subject building, shall be submitted. Such drawings and photographs shall include all four elevations and interior floor plans of the building, as well as a site plan.

6. An historic analysis of the existing site, inclusive of a photographic and written description of the history and evolution of the original and existing building on site, shall be submitted to and approved by staff and installed, <u>prior</u> to the issuance of a Certificate of Occupancy (C.O.) or Temporary Certificate of Occupancy (T.C.O.); such historic

analysis shall be displayed prominently within the public areas of EACH retail structure, in a location to be determined by staff.

7. All new and altered elements, spaces and areas shall meet the requirements of the Florida Accessibility Code (FAC).

8. The project shall comply with any landscaping or other sidewalk/street improvement standards as may be prescribed by a relevant Urban Design Master Plan approved prior to the completion of the project and the issuance of a Certificate of Occupancy.

9. The applicant may be required to submit a separate analysis for water and sewer requirements, at the discretion of the Public Works Director, or designee. Based on a preliminary review of the proposed project, the following may be required by the Public Works Department:

   a. A traffic and neighborhood impact study shall be conducted as a means to measure a proposed development's impact on transportation and neighborhoods. The study shall address all roadway Level of Service (LOS) deficiencies relative to the concurrency requirements of the City Code, and if required, shall be submitted prior to the issuance of a Building Permit. The final building plans shall meet all other requirements of the Land Development Regulations of the City Code. The developer shall refer to the most recent City of Miami Beach's Traffic and Neighborhood Impact Methodology as issued by the Public Works Department.

   b. Remove/replace sidewalks, curbs and gutters on all street frontages, if applicable. Unless otherwise specified, the standard color for city sidewalks is red, and the standard curb and gutter color is gray.

   c. Mill/resurface asphalt in rear alley along property, if applicable.

   d. Provide underground utility service connections and on-site transformer location, if necessary.

   e. Provide back-flow prevention devices on all water services.

   f. Provide on-site, self-contained storm water drainage for the proposed development.

   g. Meet water/sewer concurrency requirements including a hydraulic water model analysis and gravity sewer system capacity analysis as determined by the Department and the required upgrades to water and sewer mains servicing this project.

   h. Payment of City utility impact fees for water meters/services.

   i. Provide flood barrier ramps to underground parking or minimum slab elevation to be at highest adjacent crown road elevation plus 8".

j. Right-of-way permit must be obtained from Public Works.

k. All right-of-way encroachments must be removed.

l. All planting/landscaping in the public right-of-way must be approved by the Public Works and Parks Departments.

10. A drawn plan and written procedure for the proposed demolition shall be prepared and submitted by a Professional Structural Engineer, registered in the State of Florida, which fully ensures the protection of the public safety, as well as the protection of all existing structures adjacent to the subject site during the course of demolition.

11. The Certificate of Appropriateness for Demolition shall only remain in effect for the period of time that there is an active Certificate of Appropriateness for the associated new construction on the subject property.

12. The Applicant agrees to the following operational conditions for any and all permitted hotel and accessory uses and shall bind itself, lessees, permittees, concessionaires, renters, guests, users, and successors and assigns and all successors in interest in whole or in part to comply with the following operational and noise attenuation requirements and/or limitations.

a. RESTAURANT CONDITIONS

i. No accessory restaurant outdoor operations shall operate between 2AM and 6AM.

b. ROOFTOP CONDITIONS

i. The applicant shall ensure through appropriate contracts, assignments and management rules that these restrictions are enforced. Owner agrees to include the rules and regulations set forth in these conditions in any contract or assignment.

ii. All food served on the rooftop or on exterior public areas of the hotel shall be prepared in the hotel kitchen. Alcohol service to the rooftop shall cease at 11PM, seven (7) days a week. The hotel rules and practices shall require that the rooftop spa be closed from 11PM to 8AM.

iii. Owner agrees to install sound attenuating design elements throughout the property in order to minimize any spillover of sound to adjacent properties, in a manner consistent with the limits and requirements of the City Code. Rooftop lighting fixtures shall be designed to deflect light from spilling over to adjacent and nearby properties.

iv. All roof-top fixtures, air-conditioning units and mechanical devices shall be screened from view. In addition, Owner agrees to install an exhaust system for the kitchen that will substantially reduce all grease and smoke that would otherwise escape to the surrounding area. Finally, Owner

agrees to install the fan in connection with the kitchen exhaust system within the interior of the building in order to reduce noise levels at the exhaust outlet.

v. All stair towers, elevators, and mechanical equipment shall be appropriately designed, screened and detailed in a manner consistent with the building's design, subject to the review and approval of staff.

c. NOISE CONDITIONS

i. The Historic Preservation Board (HPB) or the Planning Director shall retain the right to call the owners and/or operators back before the HPB, at the expense of the owners and/ or operators, to impose and/or modify the hours of operation, and the placement or use on the property of exterior speakers, fixed or portable, or amend or impose other conditions, should there be a valid violation (as determined by Code Compliance) about loud, excessive, unnecessary, or unusual noise or other conditions of this approval. An adverse adjudication of a violation against the owner or operator is not necessary for the board to have jurisdiction over the matter under this condition. This condition vests jurisdiction independent of any other condition hereof.

ii. A violation of Chapter 46, Article IV, "Noise," of the Code of the City of Miami Beach, Florida (a/k/a "noise ordinance"), as amended, shall be deemed a violation of this approval and subject the approval to modification in accordance with the procedures for modification of prior approvals as provided for in the Code, and subject the applicant to the review provided for in the first sentence of this subparagraph.

iii. No outdoor bar counters shall be permitted on the premises except one (1) located on the rooftop facility, and one (1) adjacent to the ground floor restaurant.

iv. No speakers, except as may be required for fire or building code/Life Safety Code purposes and those associated with the distributed sound system for the pool deck for ambient music, shall be affixed to or otherwise located on the exterior of the premises.

v. In addition to rooftop facilities, use of any pool or spa and pool or spa deck, courtyards and open air portions of the public areas of the hotel premises, as well as all terraces, private decks, and balconies associated with hotel units, shall be for the exclusive use of registered hotel guests and their invitees except for the one (1) located adjacent to the ground floor restaurant.

vi. The hotel rules and practices shall prohibit registered guests, visitors, invitees and others using the hotel facilities or otherwise on the premises, from operating audio amplification equipment, inclusive of loudspeakers, radio receivers, television sets, musical instruments, or other machines or

devices for the producing or reproducing of sound, that produces noise that is plainly audible at any apartment unit in the adjacent and nearby properties.

vii. Notwithstanding the occupancy and seat counts shown on the plans submitted, calculations for required parking and concurrency for the project shall be determined by the Planning Department prior to approval of a building permit. Such parking and traffic calculations shall be based upon both the number of hotel rooms, and, additionally, the intensity of the proposed accessory restaurant as measured by the number of seats in dining areas, and by the square footage of the liquor service areas not included in the areas for which seats are calculated as provided for in this subparagraph.

d. OPERATIONAL CONDITIONS

i. All trash containers shall utilize rubber wheels, or the path for the trash containers shall consist of a surface finish that reduces noise, in a manner to be reviewed and approved by staff.

ii. Adequate trash room space, air conditioned and noise baffled, shall be provided, in a manner to be approved by the Planning and Public Works Departments. Doors shall remain closed and secured when not in active use.

iii. Garbage dumpster covers shall be closed at all times except when in active use and garbage pickups and service deliveries shall not take place between 7PM and 8AM.

iv. Permanent outdoor cooking anywhere on the premises is prohibited. ~~Kitchen and other cooking odors will be contained within the premises.~~ All kitchens and other venting shall be chased to the roof and venting systems shall be employed as necessary to minimize or dissipate smoke, fumes and odors.

v. Equipment and supplies shall not be stored in areas visible from streets, alleys or nearby buildings.

13. At the time of completion of the project, only a **Final** Certificate of Occupancy (CO) or **Final** Certificate of Completion (CC) may be applied for; the staging and scheduling of the construction on site shall take this into account. All work on site must be completed in accordance with the plans approved herein, as well as by the Building, Fire, Planning, CIP and Public Works Departments, inclusive of all conditions imposed herein, and by other Development Review Boards, and any modifications required pursuant to field inspections, prior to the issuance of a CO or CC. This shall not prohibit the issuance of a Partial or Temporary CO, or a Partial or Temporary CC.

14. The Final Order shall be recorded in the Public Records of Miami-Dade County, prior to the issuance of a Building Permit.

15. The Final Order is not severable, and if any provision or condition hereof is held void or unconstitutional in a final decision by a court of competent jurisdiction, the order shall be returned to the Board for reconsideration as to whether the order meets the criteria for approval absent the stricken provision or condition, and/or it is appropriate to modify the remaining conditions or impose new conditions.

16. The conditions of approval herein are binding on the applicant, the property's owners, operators, and all successors in interest and assigns.

17. Nothing in this order authorizes a violation of the City Code or other applicable law, nor allows a relaxation of any requirement or standard set forth in the City Code.

IT IS HEREBY ORDERED, based upon the foregoing findings of fact, the evidence, information, testimony and materials presented at the public hearing, which are part of the record for this matter, and the staff report and analysis, which are adopted herein, including the staff recommendations, which were amended by the Board, that the Certificate of Appropriateness is GRANTED for the above-referenced project subject to those certain conditions specified in paragraph C of the Findings of Fact (Condition Nos. 1-17, inclusive) hereof, to which the applicant has agreed.

PROVIDED, the applicant shall build substantially in accordance with the plans approved by the Historic Preservation Board, as determined by staff, "2360 Collins Avenue HPB Progress Package – Revisions to original HPB Submission", as prepared by ADD Inc., dated September 11, 2012.

When requesting a building permit, the plans submitted to the Building Department for permit shall be consistent with the plans approved by the Board, modified in accordance with the conditions set forth in this Order. No building permit may be issued unless and until all conditions of approval that must be satisfied prior to permit issuance, as set forth in this Order, have been met.

The issuance of a Certificate of Appropriateness does not relieve the applicant from obtaining all other required Municipal, County and/or State reviews and permits, including final zoning approval. If adequate handicapped access is not provided on the Board-approved plans, this approval does not mean that such handicapped access is not required. When requesting a building permit, the plans submitted to the Building Department for permit shall be consistent with the plans approved by the Board, modified in accordance with the conditions set forth in this Order.

If the Full Building Permit for the project is not issued within eighteen (18) months of the meeting date at which the original Certificate of Appropriateness was granted, the Certificate of Appropriateness will expire and become null and void. If the Full Building Permit for the project should expire for any reason (including but not limited to construction not commencing and continuing, with required inspections, in accordance with the applicable Building Code), the Certificate of Appropriateness will expire and become null and void.

In accordance with Section 118-561 of the City Code, the violation of any conditions and safeguards that are a part of this Order shall be deemed a violation of the land development regulations of the City Code. Failure to comply with this **Order** shall subject the Certificate of Appropriateness to Section 118-564, City Code, for revocation or modification of the Certificate of Appropriateness.

Dated this 3rd day of OCTOBER, 2012.

HISTORIC PRESERVATION BOARD
THE CITY OF MIAMI BEACH, FLORIDA

BY: _____
THOMAS R. MOONEY, AICP
DESIGN AND PRESERVATION MANAGER
FOR THE CHAIR

STATE OF FLORIDA)
)SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 3rd day of October 2012 by Thomas R. Mooney, Design and Preservation Manager, Planning Department, City of Miami Beach, Florida, a Florida Municipal Corporation, on behalf of the corporation. He is personally known to me.

TERESA MARIA
MY COMMISSION # DD 928148
EXPIRES: December 2, 2013
Bonded Thru Budget Notary Services

NOTARY PUBLIC
Miami-Dade County, Florida
My commission expires: 12-2-13

Approved As To Form:
Legal Department: _____ (10-3-2012)

Filed with the Clerk of the Historic Preservation Board on _____ ( )

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Exhibit D

Budget

Liberty Ave. CIP Budget

18-Mar

Summary

Soft Cost	$	33,400.00
Site work	$	143,900.00
Irrigation	$	5,000.00
Landscape	$	6,800.00
Gen. req. / safety / police detail / MOT	$	17,538.00
Legal fees and permitting		0
Seawall repairs		33,570
Subtotal	$	240,208.41
GC 4% and Ins. at 1.5%	$	13,211.46
Contingency	$	12,010.42
TOTAL	$	265,430.29

DESCRIPTION	Quantity	Unit	Total
Soft Cost			
Architect	1	LS	$ 4,900.00
Civil Engineering	1	LS	$ 7,500.00
Surveyor	1	LS	$ 2,500.00
Landscape Architect	1	LS	$ 18,500.00
Permitting/ Legal	1	LS	$ -
Consultant for utility	1	LS	$ -
Project Management	2		$ 4,000.00
MEP consultants/seawall	1		$ 2,500.00
Sub Total			$ 33,400.00
Site work			
Street demo Resurfacing	9800	SF	$ 90,000.00
Sidewalk & Curb Sandblasiting (16x290)	8640	SF	$ -
Parking Metro Removal	8	EA	$ -
Conc. Sidewalks & Curbs Staining	8640	SF	$ -
Crosswalk (30 x 8 x 2)	480	SF	$ -
ADA Ramps (14 x 12 SF)	2	EA	$ 1,500.00
Striping	480	LF	$ 2,400.00
Sidewalk in ROW thru to and along seawall	219	LF	$ 20,000.00
ROW Pavers at cul de sac / mandated by PW			$ 30,000.00
Sub Total			$ 143,900.00
Site Utilities			
Irrigation at Cul-de-sac / ROW port			$ 5,000.00
Street Lights			$ -
Sub Total			$ 5,000.00
Landscape			
Street Canopy Trees	6	EA	$ -
Palms	8	EA	$ 6,400.00
Planters aggregate / per permitting			$ -
Ground Cover	400	SF	$ 400.00
Baskets	20	EA	$ -
Planting Soil	15	CY	$ -
Mulch	5	CY	$ -
Sub Total			6800

MIA 183985782v8

Condensed Title:

A resolution retroactively approving a contribution from the Ocean Drive Association of an amount not to exceed $60,000.00 in support of the closure of Ocean Drive for the 2015-2016 New Year's celebration.

Key Intended Outcome Supported:

Maximize the Miami Beach Brand As A World Class Destination

Supporting Data (Surveys, Environmental Scan, etc.): The 2014 Community Satisfaction Survey indicated that most Miami Beach residents (64%) indicated there were the right number of major events in the City; 24% thought there were too many.

Item Summary/Recommendation:

Similar to the prior fourteen (14) years, the Ocean Drive Association (ODA) approached the City to request participation and sponsorship of a free fireworks show on the beach east of Lummus Park at midnight on New Year's Eve. The City has partnered with Ocean Drive Association to share in the expenses related to the closure and fireworks for New Year's Eve, which has ranged from two (2) days to four (4) days depending on if the holiday occurs on a weekend or weekday.

New Year's Eve occurs on a Thursday this year and early indication is that hotel occupancy will be very strong as many visitors will take advantage of the long holiday weekend Therefore, the Ocean Drive Association has requested the closure of Ocean Drive to vehicular traffic beginning the morning of Thursday, December 31, 2015, reopening on Sunday, January 3, 2016 at 7:00 a.m.

As you know, each year the destination hosts the Orange Bowl Game, which is presented by the Orange Bowl Committee. This closure helps to showcase the City to the visitors who come for the game.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Financial Impact Summary: The Ocean Drive Association will contribute an amount not to exceed $60,000.00 toward the costs of closure of Ocean Drive for New Year's Eve. The City's expenses associated with New Year's Eve are funded from Resort Tax Collections. The contribution from the Ocean Drive Association will be appropriated in the next FY 2015/16 budget amendment.

City Clerk's Office Legislative Tracking:

Max Sklar

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: December 9, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING A CONTRIBUTION FROM THE OCEAN DRIVE ASSOCIATION OF AN AMOUNT NOT TO EXCEED $60,000.00 IN SUPPORT OF THE 2015-2016 NEW YEAR'S CELEBRATION.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

FUNDING

The City's expenses associated with New Year's Eve are funded from Resort Tax Collections. The contribution from the Ocean Drive Association will be appropriated in the next FY 2015/16 budget amendment.

ANALYSIS

Similar to the prior fourteen (14) years, the Ocean Drive Association (ODA) approached the City to request participation and sponsorship of a free fireworks show on the beach east of Lummus Park at midnight on New Year's Eve. The City has partnered with Ocean Drive Association to share in the expenses related to the closure and fireworks for New Year's Eve, which has ranged from two (2) days to four (4) days depending on if the holiday occurs on a weekend or weekday.

New Year's Eve occurs on a Thursday this year and early indication is that hotel occupancy will be very strong as many visitors will take advantage of the long holiday weekend Therefore, the Ocean Drive Association has requested the closure of Ocean Drive to vehicular traffic beginning the morning of Thursday, December 31, 2015, reopening on Sunday, January 3, 2016 at 7:00 a.m.

The costs for this year's fireworks and closure are as follows:

	CITY OF MIAMI BEACH New Year's Eve 2015 Staffing Costs
	Ocean Drive Closure
	Thur, Dec 31 (7am) - Sun, Jan 3 (7am)
	3 Days
Police	67,600
Fire	43,000
Fireworks	17,000
Fireworks Clean-up, logistics, etc.	7,700
Public Works	
Sanitation	15,200
TOTAL	**$ 150,500**
Ocean Drive Association Contribution	$ 79,765
City's Contribution	$ 70,735
ODA Contribution Net of Fireworks Costs	$ 55,065

Additionally, many Miami Beach nightclubs and hotels host special New Year's Eve events. The City works with the area hotels and nightclubs to ensure that resources and security were appropriately allocated for the weekend.

NEW YEAR'S EVE ENHANCED STAFFING

Enhanced staffing levels for Police, Fire, Parking, Sanitation and Code Compliance are provided during the New Year's Eve weekend in the entertainment district. The Police Department has significant enhanced staffing throughout the weekend on foot patrols, bicycle patrols and ATV patrols throughout the Entertainment District, as well as undercover Crime Suppression Team officers. The Police Department also conducts DUI Saturation Patrols throughout the weekend.

The City will also continue enforcement of our current laws and regulations with respect to open containers and public consumption of alcoholic beverages, in order to ensure that residents and visitors have a safe and enjoyable experience in Miami Beach. A letter will be sent to businesses reminding them of the City's laws and asking for their assistance in curbing public consumption of alcohol. The City's goal is to work in partnership with our businesses to curtail the public consumption of alcoholic beverages throughout our city, which sometimes results in negative and unwanted behavior. Various collateral materials have been developed by the City and have been offered to businesses (free of charge) to help in educating the public about our laws.

Traffic & Parking Restrictions

- Ocean Drive (5 to 14 streets) will be restricted to pedestrians only (no vehicles) from Thursday, December 31 at 7:00 a.m. through Sunday, January 3, 2016 at 7:00 a.m. in anticipation of large crowds during the holiday.

Parking

- All municipally operated parking facilities will be open. The following lots will have extended hours until 4:00 a.m. on December 31/January 1: 46 Street, South Pointe Park, and Convention Center & Fillmore. Special event flat rates ($15 - $20) apply at most garages.
- Residential parking zones citywide will be enforced.
- Valet operations normally on Ocean Drive were relocated to Collins Avenue.

Extended Hours

- Nightclubs have been provided notice that service of alcohol for establishments with 5am licenses will be extended until 7:00 a.m. on Thursday, January 1, 2016.

CONCLUSION

The Administration recommends adopting the attached resolution, accepting a contribution in an amount not to exceed $60,000.00 from the Ocean Drive Association toward the costs of closure of Ocean Drive for New Year's Eve as this event benefits the community and our visitors.

JLM\KGB\MAS

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RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RETROACTIVELY APPROVING A CONTRIBUTION FROM THE OCEAN DRIVE ASSOCIATION IN AN AMOUNT NOT TO EXCEED $60,000.00 IN SUPPORT OF THE FIREWORKS SHOW ON THE BEACH AND THE CLOSURE OF OCEAN DRIVE FROM 5TH TO 15TH STREETS FOR THE 2015-2016 NEW YEAR'S CELEBRATION.

WHEREAS, similar to the prior fourteen (14) years, the Ocean Drive Association approached the City to request participation and sponsorship of a free fireworks show on the beach east of Lummus Park at midnight on New Year's Eve and the closure of Ocean Drive from 5th to 15th Streets to vehicular traffic beginning at 7:00 a.m. on December 31, 2015 and reopening on January 3, 2016 at 7:00 a.m.; and

WHEREAS, the City Administration has worked diligently with the area hotels and nightclubs to ensure that resources and security will be appropriately allocated for the 2015-2016 New Year's celebration; and

WHEREAS, due to the popularity of New Year's Eve, occupancy levels in Miami Beach are strong and many visitors enjoy the free fireworks show and the closure of Ocean Drive; and

WHEREAS, in the past, the City has assisted in defraying costs associated with the closure of Ocean Drive and the public fireworks show, and other ancillary City services associated with the New Year's celebration in Miami Beach.

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 of the City of Miami Beach, Florida, hereby retroactively approve a contribution from the Ocean Drive Association and authorize the appropriation of an amount not to exceed $60,000.00 from the Ocean Drive Association toward the support of the City's costs for the free public fireworks show on the beach east of Lummus Park and the closure of Ocean Drive from 5th to 15th Streets for the 2015-2016 New Year's celebration.

PASSED and ADOPTED this 9th day of December, 2015.

_____
Philip Levine, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 12/1/15
Date

JLMKGB/MAS
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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 Execute A Funding Agreement (The Agreement) With The State Of Florida Department Of Transportation (FDOT), Such Agreement Provides That FDOT Shall Remove Nine (9) Parking Spaces Along Alton Road In Order To Install Certain Roadway Improvements And In Exchange FDOT Shall Provide $139,995.00 As Payment To The City For The Loss Of Said Parking Spaces.

Key Intended Outcome Supported:

Item Summary/Recommendation:

The Florida Department of Transportation (FDOT) has jurisdiction over and maintains State Road (S.R.) 907/Alton Road in the City of Miami Beach. FDOT has drafted design plans for the construction of roadway improvements at the intersection of S.R. 907/Alton Road and Michigan Avenue where nine (9) existing parking spaces will be removed.

The City is preparing design plans for the construction of parking spaces along Sunset Drive and 20th Street as part of the City's on-going design project to convert Sunset Drive into a One-Way Street.

FDOT and the City desire to enter into a "Department Funded Agreement Between State Of Florida Department of Transportation and The City", (ATTACHMENT), authorizing removal of parking spaces along Alton Road near Michigan Avenue, and in exchange FDOT shall pay the City for the lost parking spaces.

FDOT has programmed funding for the Project under Financial Project Number 429193-2-58-01, and has agreed to reimburse the City for eligible Project costs up to a maximum limiting amount of $139,995.00 (nine (9) spaces at $15,555.00 each).

The City has agreed to supervise and inspect all aspects of the Project construction and administration. FDOT and the City mutually recognize the need for entering into an agreement designating and setting forth the responsibilities of each party. Both parties are authorized to enter into the Agreement pursuant to Section 339.08(e) and 339.12, Florida Statutes, and desire to proceed with the execution of the agreement.

THE ADMINISTRATION RECOMMENDS ADOPTING THE RESOLUTION.

Advisory Board Recommendation:

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Eric Carpenter, Public Works X6012

Sign-Offs:

Department Director	Assistant City Manager	City Manager
JJF	ETC	JLM

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MIAMIBEACH

AGENDA ITEM C7L
DATE 12-9-15

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: December 9, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A FUNDING AGREEMENT (THE AGREEMENT) WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), SUCH AGREEMENT PROVIDES THAT FDOT SHALL REMOVE NINE (9) PARKING SPACES ALONG ALTON ROAD IN ORDER TO INSTALL CERTAIN ROADWAY IMPROVEMENTS AND IN EXCHANGE FDOT SHALL PROVIDE $139,995.00 AS PAYMENT TO THE CITY FOR THE LOSS OF SAID PARKING SPACES.**

The Florida Department of Transportation (FDOT) has jurisdiction over and maintains State Road (S.R.) 907/Alton Road in the City of Miami Beach. FDOT has drafted design plans for the construction of roadway improvements at the intersection of S.R. 907/Alton Road and Michigan Avenue where nine (9) existing parking spaces will be removed.

The City is preparing design plans for the construction of parking spaces along Sunset Drive and 20th Street as part of the City's on-going design project to convert Sunset Drive into a One-Way Street.

FDOT and the City desire to enter into a "Department Funded Agreement Between State Of Florida Department of Transportation and The City", (ATTACHMENT), authorizing the removal of parking spaces along Alton Road near Michigan Avenue, and in exchange FDOT shall pay the City for the lost parking spaces.

FDOT has programmed funding for the Project under Financial Project Number 429193-2-58-01, and has agreed to reimburse the City for eligible Project costs up to a maximum limiting amount of $139,995.00 (nine (9) spaces at $15,555.00 each).

The City has agreed to supervise and inspect all aspects of the Project construction and administration. FDOT and the City mutually recognize the need for entering into an agreement designating and setting forth the responsibilities of each party. Both parties are authorized to enter into the Agreement pursuant to Section 339.08(e) and 339.12, Florida Statutes, and desire to proceed with the execution of the agreement.

CONCLUSION

The Administration recommends that the Mayor and City Commission adopt the Resolution.

JLM/ETC/JJF/EB
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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A FUNDING AGREEMENT ("AGREEMENT") WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") ATTACHED HERETO AS EXHIBIT 1, WHICH AGREEMENT PROVIDES THAT FDOT SHALL REMOVE NINE (9) PARKING SPACES ALONG ALTON ROAD IN ORDER TO INSTALL CERTAIN ROADWAY IMPROVEMENTS AND IN EXCHANGE FDOT SHALL PROVIDE $139,995.00 AS PAYMENT TO THE CITY FOR THE LOSS OF SAID PARKING SPACES.

WHEREAS, the State of Florida, Department of Transportation ("FDOT") has jurisdiction over and maintains State Road (S.R.) 907/Alton Road corridor in the City the City of Miami Beach ("City"); and

WHEREAS, the FDOT has drafted design plans for the construction of roadway improvements at the intersection of S.R. 907/Alton Road and Michigan Avenue where nine (9) existing parking spaces will be removed; and

WHEREAS, the City is preparing design plans for the construction of parking spaces along Sunset Drive and 20th Street as part of the City's on-going design project to convert Sunset Drive into a One-Way Street; and

WHEREAS, FDOT and the City desire to enter into the "Department Funded Agreement Between State Of Florida Department of Transportation And The City of Miami Beach" ("Agreement") attached hereto as Exhibit 1, authorizing the improvements to Alton Road and Michigan Avenue, and in exchange FDOT shall pay the City for the lost parking spaces; and

WHEREAS, the FDOT has programmed funding for the Project under Financial Project Number 429193-2-58-01, and has agreed to reimburse the City for eligible Project costs up to a maximum limiting amount of $139,995.00 (nine (9) spaces at $15,555.00 each); and

WHEREAS, the City has agreed to supervise and inspect all aspects of Project construction and administration; and

WHEREAS, the parties hereto mutually recognize the need for entering into the attached Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the parties are authorized to enter into the attached Agreement pursuant to Section 339.08(e) and 339.12, Florida Statutes; and

WHEREAS, FDOT and the City desire to execute the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission authorize the City Manager to execute a Funding Agreement ("Agreement") with the State of Florida Department of Transportation ("FDOT") attached hereto as Exhibit 1, which agreement provides that FDOT shall remove nine (9) parking spaces along Alton Road in order to install certain roadway improvements and in exchange FDOT shall provide $139,995.00 as payment to the City for the loss of said parking spaces.

PASSED and **ADOPTED this** _____ day of December, 2015.

ATTEST:

_____
Philip Levine, Mayor

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney — Date 11/19/15

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DEPARTMENT FUNDED AGREEMENT
BETWEEN
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF MIAMI BEACH

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT', and the City of Miami Beach, a municipal corporation of the State of Florida, existing under the Laws of the State of Florida, hereinafter referred to as the 'CITY'.

RECITALS:

WHEREAS, the DEPARTMENT has jurisdiction over and maintains State Road (S.R.) 907/Alton Road corridor in the CITY; and

WHEREAS, the DEPARTMENT has drafted design plans for the construction of roadway improvements at the intersection of S.R. 907/Alton Road and Michigan Avenue where nine (9) existing parking spaces will be removed; and

WHEREAS, the CITY will prepare design plans for the construction of parking spaces along Sunset Drive and 20th Street as part of the CITY's on-going design project to convert Sunset Drive into a One-Way Street, hereinafter referred to as the 'PROJECT', the individual elements of which are outlined in the attached Exhibit "A", 'Scope of Services', which is herein incorporated by reference; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 429193-2-58-01, and has agreed to reimburse the CITY for eligible PROJECT costs up to a maximum limiting amount, as outlined in the attached Exhibit "B", 'Financial Summary', which is herein incorporated by reference; and

WHEREAS, the CITY has agreed to supervise and inspect all aspects of PROJECT construction and administration; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to **Section 339.08(e) and 339.12, Florida Statutes (F.S.);**

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

1. GENERAL REQUIREMENTS

a. The CITY shall be responsible for assuring that the PROJECT complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.

b. The CITY shall submit this Agreement to its CITY Commission for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "C", 'City of Miami Beach Resolution', and is herein incorporated by reference.

c. The CITY shall prepare design plans and advertise for bid, let the consultant and construction contracts, administer, supervise and inspect all aspects of PROJECT construction until completion, and, as further defined in Exhibit "A", 'Scope of Services'. The CITY shall complete the PROJECT on or before December 12, 2017. All aspects of PROJECT construction and administration are subject to DEPARTMENT standards and specifications and must be in compliance with all governing laws and ordinances.

d. The CITY shall not execute any contract or obligate itself in any manner requiring the disbursement of DEPARTMENT funds, including consulting or construction contracts or amendments thereto, with any third party with respect to the PROJECT without the prior written approval of the DEPARTMENT. The DEPARTMENT specifically reserves the right to review qualifications of any consultant or contractor and to approve or disapprove CITY employment of same.

e. The CITY's attorney shall certify to the DEPARTMENT that the Consultant Selection Process by the CITY in procuring any consultant contract for engineering, architecture or surveying services entered into by the CITY for purposes of performing its duties under this Agreement has been accomplished in compliance with the Consultant's Competitive Negotiation Act **(Chapter 287.055, F.S.)**

f. The CITY's attorney shall certify to the DEPARTMENT that the purchase of commodities or contractual services by the CITY exceeding the Threshold Amount for CATEGORY TWO per **Chapter 287.017 F.S.** for purposes of performing its duties under this Agreement has been accomplished in full compliance with the provisions of **Chapter 287.057 F.S.**

g. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the CITY under any circumstances without prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.

h. The CITY shall have the sole responsibility for resolving claims and requests for additional work for the PROJECT. The CITY will make the best efforts to obtain the DEPARTMENT input in its decisions.

i. The DEPARTMENT shall reimburse the CITY for the actual number of parking spaces been constructed out of the proposed nine and for eligible PROJECT costs as defined in Exhibit "B", 'Financial Summary', and in accordance with the financial provisions in Section 3 of this Agreement.

j. The CITY shall comply with all federal, state, and local laws and ordinances applicable with work or payment of work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.

k. The CITY agrees to comply with **Section 20.055(5), F.S.,** and to incorporate in all subcontracts the obligation to comply with **Section 20.055(5), F.S.**

2. FINANCIAL PROVISIONS

a. Eligible PROJECT costs may not exceed ONE HUNDRED THIRTY NINE THOUSAND NINE HUNDRED NINETY FIVE DOLLARS ($139,995.00), as outlined in Exhibit "B", 'Financial Summary'. If additional funding is required, contingent upon DEPARTMENT approval, a supplemental agreement between the DEPARTMENT and the CITY authorizing the additional funding shall be executed prior to such costs being incurred.

b. The DEPARTMENT agrees to compensate the CITY for -services described in Exhibit "A" – Scope of Services. The Method of Compensation is included as Exhibit B.

c. The CITY shall furnish the services with which to construct the PROJECT. Said PROJECT consists of services as detailed in Exhibit "A" of this Agreement.

d. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department's Comptroller under **Section 334.044(29), F.S.**, or by the Department of Financial Services under **Section 215.422(14), F.S.**

e. The CITY shall provide quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The PROJECT, identified as Project Number 429193-2-58-01, and the

quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A" - Scope of Services. **(Section 287.058(1)(d) and (e), F.S.)**

f. Invoices shall be submitted by the CITY in detail sufficient for a proper pre-audit and post audit thereof, based on quantifiable, measureable and verifiable units of deliverables as established in Exhibit "A"– Scope of Services. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments. **(Section 287.058 (1)(a), F.S.)**

g. Supporting documentation must establish that the deliverables were received and accepted in writing by the CITY and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A"– Scope of Services was met.

h. There shall be no reimbursement for travel expenses under this Agreement.

i. The CITY providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than five (5) working days unless the bid specifications, purchase order, or contract specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. **(Section 215.422(1), F.S.)**.

j. If payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the CITY. Interest penalties of less than one (1) dollar will not be enforced unless the CITY requests payment. Invoices that have to be returned to the CITY because of CITY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

k. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the CITY who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236. **(Section 215.422(5) and (7), F.S.)**

l. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final

payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the CITY's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. **(Section 287.058(4), F.S.)**

m. In the event this contract is for services in excess of $25,000.00 and a term for a period of more than one (1) year, the provisions of **Section 339.135(6)(a), F.S.**, are hereby incorporated:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) and which have a term for a period of more than 1 year."

n. The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. **(Section 216.311, F.S.)**

o. E-Verify:

The CITY shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

ii. Expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. **(Executive Order Number 2011-02)**

The CITY shall insert the above clause into any contract entered into by the CITY with vendors or contractors hired by the CITY for purposes of performing its duties under this Agreement.

3. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

4. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the CITY expressed in writing, executed and delivered by each party.

5. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

6. COMMUNICATIONS

a. All notices, requests, demands, consents, approvals and other communications which are required to be served or given hereunder, shall be in writing and hand-delivered or sent by either registered or certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To DEPARTMENT:
Florida Department of Transportation
1000 Northwest 111 Avenue, Room 6202B
Miami, Florida 33172-5800
Attn: Pablo Valin, Senior Contract Analyst
Ph: (305) 470-5285; Fax: (305) 470-5309

To CITY:
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: Bruce A. Mowry, City Engineer
Ph: (305) 673-7080 Ext. 6565;
Fax: (305)673-7028

b. Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

7. EXPIRATION OF AGREEMENT

The CITY agrees to complete the PROJECT on or before **December 12, 2017.** If the CITY does not complete the PROJECT within this time period, this Agreement will expire unless an extension of the time period is requested by the CITY and granted in writing by the DEPARTMENT's District Six Secretary or Designee. Expiration of this Agreement will be considered termination of the PROJECT.

8. INVOICING

The CITY will invoice the DEPARTMENT on a monthly basis for completed work. The CITY must submit the final invoice on this PROJECT to the DEPARTMENT within one hundred twenty (120) days after the expiration of this Agreement. Invoices submitted after **May 12, 2018**, will not be paid.

9. FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under **Chapters 215 and 216, F.S.** Deliverable(s) must be received and accepted in writing by the Contract Manager on the DEPARTMENT's invoice transmittal forms prior to payment. If the DEPARTMENT determines that the performance of the CITY is unsatisfactory, the DEPARTMENT shall notify the CITY of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The CITY shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the CITY will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the CITY shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the CITY resolves the deficiency. If the deficiency is subsequently resolved, the CITY may bill the DEPARTMENT for the retained amount during the next billing period. If the VENDOR is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement period.

10. ENTIRE AGREEMENT

This Department Funded Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and year above written.

CITY OF MIAMI BEACH:

BY: _____
CITY MANAGER

ATTEST: _____
(SEAL) CITY CLERK

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:

BY: _____
DISTRICT SECRETARY

ATTEST: _____
(SEAL) EXECUTIVE SECRETARY

LEGAL REVIEW:

_____
CITY ATTORNEY

_____
DISTRICT CHIEF COUNSEL

EXHIBIT "A"

SCOPE OF SERVICES

Construction of nine (9) parking spaces within the City of Miami Beach consisting of five (5) angled parking spaces along Sunset Drive and four (4) parallel parking spaces along 20th Street.

PROJECT Limits: Sunset Drive from SR 907/Alton Road to 20th Street

and

20th Street from Sunset Drive to SR 907/Alton Road

FDOT Financial Project Number: 429193-2-58-01

County: Miami-Dade

FDOT Project Manager: Ana T. Arvelo, P.E. and Ivan Hay, P.E.

CITY Project Manager: Bruce A. Mowry, P.E.

EXHIBIT "B"

FINANCIAL SUMMARY

Estimated PROJECT costs and deliverables for reimbursement are below-listed, for 429193-2-58-01:

Fiscal Year:	Item	Amount	Fund Type
2016/2017	**Construct nine (9) Parking Spaces at $15,555.00 each**	**$139,995.00**	**State Funds**
Total PROJECT Cost Estimate:		**$139,995.00**	
DEPARTMENT's Responsibility:			**$139,995.00**

EXHIBIT "C"

CITY OF MIAMI BEACH RESOLUTION

To be herein incorporated once approved by the CITY Commission.

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Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Approving And Authorizing A Contribution In The Amount Of One Hundred Fifty Thousand Dollars ($150,000), To The Miami Beach Bowl, In Support Of The Miami Beach Bowl 2015.

Key Intended Outcome Supported:

Maximize Miami Beach as a Destination Brand

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

Item Summary/Recommendation:

The Miami Beach Bowl is a newly created postseason college football game under the ownership of the American Athletic Conference, which will take place at Marlins Park on December 21, 2015. The Miami Beach Bowl has signed a 6 year contract with Marlins Park along with an 8 year deal with ESPN to broadcast the game.

The bowl week schedule consists of four days of activities taking place on Miami Beach, with all team travel parties, bands, cheerleaders and fans staying at Miami Beach hotel properties, including our headquarter properties, Fontainebleau, Loews Miami Beach and Eden Roc. The Miami Beach Bowl's goal is to increase awareness of Miami Beach as a travel destination while increasing economic impact during a relatively and historically slower tourism week each year (pre-Christmas). The City's sponsorship of the 2014 inaugural game generated, which incorporated the city's name in the bowl game title, in excess of 455 million media impressions for the City with a value of $17,791,000. Additionally, The Washington Economic Group conducted a study following the 2014 game and estimated a $20 million economic impact to the area in direct and indirect/induced spending.

The Administration has been working with the Miami Beach Bowl to ensure a strong presence for them in the City and at the game itself. The Administration believes the City should continue to support the Miami Beach Bowl with a contribution of $150,000. In exchange for this contribution, the Miami Beach Bowl has agreed to recognize the City as an Associate Sponsor, the details of the recognition is attached for your review.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1	$150,000	Resort Tax acct # 160-4300-000349
OBPI	Total		

Financial Impact Summary: N/A

City Clerk's Office Legislative Tracking:

Max Sklar, Tourism, Culture, and Economic Development Director

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: December 9, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A CONTRIBUTION IN THE AMOUNT OF ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000), TO THE MIAMI BEACH BOWL, IN SUPPORT OF THE MIAMI BEACH BOWL 2015.**

ADMINISTRATION RECOMMENDATION

Adopt the resolution.

FUNDING

$150,000 is available in the FY 2015/16 Resort Tax acct # 160-4300-000349

BACKGROUND

The American Athletic Conference, also known as the AAC, is an American collegiate athletic conference with member institutions located in the northeastern, midwestern, and southern part of the United States. The AAC participates in the National Collegiate Athletic Association (NCAA) Division I in athletic competitions; for football, it is a part of the Football Bowl Subdivision (FBS).

The AAC has member institutions that are spread throughout a wide portion of the United States. The majority of its members are located in urban metropolitan areas, or at least on the fringes thereof. The conference is one of two successors to the all-sports Big East Conference (1979–2013). While the other successor, which does not sponsor football, kept the Big East Conference name, the American Athletic Conference inherited the old Big East's structure and is that conference's legal successor. The prior league underwent substantial turmoil during the 2010–13 NCAA conference realignment period.

The AAC is currently one of the six automatic qualifying conferences of the Bowl Championship Series (BCS), also known as a "Power Six Conference." The conference inherited the old Big East's BCS berth for the 2013 season. However, the new conference lost its automatic berth as part of the College Football Playoff and become a part of the "Group of Five", which shares automatic access to one spot in the six premier bowl games. The other four conferences in the group are Conference USA (C-USA), the Mid-American Conference (MAC), the Mountain West Conference, and the Sun Belt Conference.

The Miami Beach Bowl is a newly created postseason college football game under the ownership of the American Athletic Conference, which will take place at Marlins Park on December 21, 2015. This is the second year of the Miami Beach Bowl, which has signed a 6 year contract with Marlins Park along with an 8 year deal with ESPN to broadcast the game.

The bowl week schedule consists of four days of activities taking place on Miami Beach, with all team travel parties, bands, cheerleaders and fans staying at Miami Beach hotel properties, including our headquarter properties, Fontainebleau, Loews Miami Beach and Eden Roc. The Miami Beach Bowl's goal is to increase awareness of Miami Beach as a travel destination while increasing economic impact during a relatively and historically slower tourism week each year (pre-Christmas). The City's sponsorship of the 2014 inaugural game generated, which incorporated the city's name in the bowl game title, in excess of 455 million media impressions for the City with a value of $17,791,000. Additionally, The Washington Economic Group conducted a study following the 2014 game and estimated a $20 million economic impact to the area in direct and indirect/induced spending.

The Administration has been working with the Miami Beach Bowl to ensure a strong presence for them in the City and at the game itself. The Administration believes the City should continue to support the Miami Beach Bowl with a contribution of $150,000. In exchange for this contribution, the Miami Beach Bowl has agreed to recognize the City as an Associate Sponsor, the details of the recognition is attached for your review.

CONCLUSION

The Administration recommends the adoption of the attached Resolution.

JLM/KGB/MAS
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MIAMI BEACH BOWL, LLC. SPONSORSHIP AGREEMENT

This Sponsorship Agreement, dated as of 10/28/2015, is by and between the Miami Beach Bowl LLC with offices located at 501 Marlins Way, Miami, FL 33125 ("**MBB**") and the City of Miami Beach with offices at 1700 Convention Center Drive, Miami Beach, FL 33139 ("**Sponsor**") (each a "**party**" and collectively the "**parties**")

The parties agree as follows:

I. EVENT: 2015 Miami Beach Bowl (the "**Event**")

II. TERM: 2015 Miami Beach Bowl (the "**Term**")

III. CONSIDERATION: Sponsor shall pay MBB the amount set forth in **Exhibit A** (the "**Sponsorship Fee**")

IV. DATE OF EVENT, SITE OF EVENT, DISTRIBUTION DETAILS:

a) The anticipated "**Dates**" of the Event are (subject to change in MBB's sole discretion): December 21st, 2015

b) MBB may choose to, but is not obligated to, distribute the event live or on tape-delay via all means and media now known or hereafter devised.

c) The Event shall take place at Marlins Park in Miami, FL (the "**Site**").

V. OBLIGATIONS OF THE PARTIES: The obligations of the parties related to the sponsorship of the Event are set forth in **Exhibit A**, attached hereto and incorporated by this reference.

VI. GRANT OF RIGHTS

Sponsor grants to MBB a nonexclusive, perpetual, worldwide right and license to use Sponsor's trade/service marks, as provided by Sponsor to MBB, in furtherance of MBB's promotion and distribution of the Event (including, but not limited to, in the creation and distribution of an Event-related merchandise, in-Site signage, and within the audio-video distribution of the Event). Sponsor may use the Event trade/service marks of MBB that relate to the Event upon prior, written approval of MBB in each instance, which approval may be granted or withheld in MBB's sole discretion.

VII. CANCELLATION/TERMINATION

In the event MBB materially fails to perform any of its obligations under this Agreement, City may terminate this Agreement with cause, and MBB shall promptly return to City the pro-rata portion of the Sponsorship Fee previously paid to MBB, representing the value of any benefits not received by City under this Agreement.

In the event City materially fails to perform any of its obligations under this Agreement, MBB may terminate this Agreement. In no event shall City's liability under this Agreement exceed the then-remaining balance of the Sponsorship Fee that may be due as of the date of termination. City's liability under this Agreement shall be limited to the Sponsorship Fee, less any portion of the Sponsorship Fee previously paid to MBB. In no event shall City be liable to MBB for any amounts that exceed the Sponsorship Fee.

VIII. INDEMNIFICATION

a) MBB shall indemnify and hold harmless Sponsor from and against any and all demands, claims, suits, causes of action (whether at law or in equity) costs, expenses and reasonable attorney's fees, and/or any liability whatsoever, for any injuries and/or damages whatsoever sustained by anyone, whether to their persons, property, and/or reputation, as a result of or incident to (i) the negligent acts or willful misconduct of MBB, its employees, agents, or subcontractors; (ii) MBB's unauthorized use of Sponsor's marks; (iii) MBB's breach or (in the case of third part claims only) alleged breach of this Agreement or any applicable law.

b) MBB's obligations to indemnify survive the expiration or termination of this Agreement.

IX. MISCELLANEOUS

This Agreement shall be subject to the rules and regulations of the National Collegiate Athletic Association ("**NCAA**") and, as applicable, Major League Baseball ("**MLB**") in all respects. For the avoidance of doubt, the rights granted by MBB hereunder shall not

include any right to use any trade/services marks of the NCAA or its members, the Office of the Commissioner of Baseball ("**MLB**") or its affiliates or member clubs, the Site, or of any participant in the Event.

All goodwill resulting from any uses of the MBB marks licensed to Sponsor hereunder shall inure to the benefit of MBB and Sponsor shall use such marks only in compliance with MBB's guidelines, standards and directions relating thereto. In no event will Sponsor imply the existence of any endorsement, association or official relationship between any person (including Sponsor) and any participant in the Event or any coach, player, team, official or other person (including the Site and any MLB club, player, coach, etc.).

No marketing exclusivity in any category or with respect to any competitors of Sponsor is conferred or implied by this Agreement except to the extent explicitly set forth on Exhibit A. Any marketing exclusivity set forth on Exhibit A shall not preclude or prevent signage, advertising and promotional arrangements made by, and shall be subject in all events to, [the NCAA,] the Site, Major League Baseball and their respective affiliates.

All use by Sponsor and Sponsor's invitees of any hospitality benefits granted hereunder shall be subject to the rules, regulations and policies established from time to time by MBB and may be revoked in the event of the failure of Sponsor or Sponsor's invitees to comply with such rules, regulations or policies, including the ejection of Sponsor's invitees (e.g., for drunken or disorderly conduct). As between MBB and Sponsor, Sponsor shall be solely responsible for any actions or inactions on the part of Sponsor and its invitees.

Sponsor shall not set off against the Sponsorship Fee owing to MBB hereunder any amount owed by MBB to Sponsor. Sponsor is responsible for paying the following items directly and shall not deduct from or offset such items against the Sponsorship Fee: (1) any agency fees or commissions Sponsor incurs in connection with the transaction contemplated hereby; or (2) any tax, fee or levy that any federal, state or local government agency imposes on the transactions contemplated by this Agreement. Sponsor's obligation in the previous clause excludes any taxes payable by MBB based on income, revenues, gross receipts or similar taxes. Sponsor shall reimburse MBB for any amount described in the second sentence of this paragraph that MBB becomes obligated to pay.

The parties agree that neither party shall be liable for, and in no event whatsoever shall damages or other award based on this Agreement or the performance or failure to perform any provision hereof include, any recovery for loss-of-profits, loss-of-business, special, consequential or punitive damages.

This Agreement shall be subject to, and the parties agree to abide by all federal, state and local laws and regulations as well as decision, actions and orders of the Federal Communications Commission as may be amended from time to time.

No party may assign this Agreement without the prior written approval of the other party, provided that without obtaining such approval, MBB and Sponsor may assign to any successor (by way of merger, acquisition or otherwise) to all or substantially all of the business to which this Agreement relates.

This Agreement shall be interpreted by, governed by and enforced in accordance with the laws of the state of Florida without giving effect to principles of conflicts of law thereof.

All rights not specifically granted in this Agreement are expressly reserved by MBB and Sponsor, respectively.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SPONSOR	MIAMI BEACH BOWL LLC.
By_____	By_____
Name: _____	Carlos Padilla
Title: _____	Executive Director

EXHIBIT A

Sponsorship Fee:

Sponsor to provide MBB:

1. As consideration of the commitments outlined herein, Sponsor will provide all elements of agreement for the amount as outlined below.

    i. The fee of $150,000 shall be paid to MBB within 30 days of reciept.

Sponsorship Elements:

MBB shall provide Sponsor with the following:

- One (1) Full Page, Full Color Ad in the Souvenir Game Program
- Mayor Levine Welcome Letter in the Souvenir Game Program
- Four (4) :15 Second PA Announcements Per Quarter with Logo Recognition on the Video Board
- One (1) Permanent Logo Placement on the LED Ribbon Board Throughout Game Day
- Four (4) Field Wall Logo Placements in Premium Television View
- One (1) Logo/Link on the Partners Page of Official Bowl Website
- One (1) Logo on the "Thank You" Page in the Souvenir Game Program
- Logo Inclusion on LED Ribbon Board at Marlins Park
- Two Thousand (2,000) Game Tickets
- Twenty-five (25) Passes to the In-Game All Inclusive VIP Lounge (Food, Beer, Wine and Soda)
- Twenty-five (25) Parking Passes
- Ten (10) Pre/Post VIP Field Passes
- Four (4) All Access Passes
- Four (4) Invitations (Eight People) to the Commissioner's Dinner
- Ten (10) Invitations to the South Beach Soiree VIP Party on Lincoln Road
- Ten (10) VIP Gift Bags
- Participation in the Trophy Presentation
- "MIAMI BEACH" Prominently Painted in Both End Zones
- Two (2) :30 Second TV Spots Live on ESPN
- "MIAMI BEACH" Inclusion in Official Bowl Name and Logo

RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SPONSORSHIP AGREEMENT WITH MIAMI BEACH BOWL LLC, IN THE AMOUNT OF ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000), TO SPONSOR THE 2015 MIAMI BEACH BOWL, A POST-SEASON COLLEGE FOOTBALL GAME AT MARLINS PARK ON DECEMBER 21, 2015.

WHEREAS, the American Athletic Conference ("AAC") is an American collegiate athletic conference with member institutions located in the northeastern, midwestern, and southern regions of the United States; and

WHEREAS, the AAC participates in National Collegiate Athletic Association ("NCAA") Division I athletic competitions; with regards to football, the AAC forms part of the Football Bowl Subdivision ("FBS"); and

WHEREAS, the AAC is currently one of the six automatic qualifying conferences of the Bowl Championship Series ("BCS"), also known as a "Power Six Conference"; and

WHEREAS, the Miami Beach Bowl is a newly created postseason college football game, under the ownership of the AAC, that will take place at Marlins Park on December 21, 2015; and

WHEREAS, Miami Beach Bowl LLC has signed a 6-year contract with Marlins Park along with an 8-year contract with ESPN to broadcast the game; and

WHEREAS, the City's sponsorship of the inaugural 2014 game, which incorporated the City's name in the bowl game title, generated in excess of 455 million media impressions for the City, with a value of $17,791,000; and

WHEREAS, the Washington Economic Group conducted a study following the 2014 game and estimated that the inaugural Miami Beach Bowl produced a $20 million economic impact to the area in direct and indirect/induced spending; and

WHEREAS, the Miami Beach Bowl Week schedule consists of four days of activities in Miami Beach; and

WHEREAS, team members, bands, cheerleaders, and fans visiting the area to attend the Miami Beach Bowl stay at Miami Beach hotels, including prominent hotels such as Fontainebleau, Loews Miami Beach and Eden Roc; and

WHEREAS, the Administration recommends that the City sponsor the 2015 Miami Beach Bowl with a sponsorship of $150,000, in exchange for the City's recognition as an associate sponsor of the event; and

WHEREAS, the sponsorship agreement between the City and Miami Beach Bowl LLC is attached hereto as Exhibit "A".

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 and authorize the City Manager to execute a sponsorship agreement with Miami Beach Bowl LLC, in the amount of $150,000, to sponsor the 2015 Miami Beach Bowl, a post-season college football game at Marlins Park on December 21, 2015.

PASSED and ADOPTED this 9th day of December, 2015.

ATTEST:

PHILIP LEVINE, MAYOR

RAFAEL E. GRANADO, CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 12-1-15 Date

NK

JLM/KGB/MAS
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Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Ratifying An Amended Easement Agreement Between The City Of Miami Beach And The State Of Florida Department Of Transportation (FDOT), Which Reflects The Actual Locations The City Installed Three Storm Water Pump Stations Along Alton Road Between 5th And 10th Streets, And A First Amendment To The Associated October 5, 2012 Maintenance Memorandum Of Agreement To Reflect The Revised Easement Area.

Key Intended Outcome Supported:

Item Summary/Recommendation:

On September 12, 2012, the City Commission adopted Resolution No. 2012-27994, authorizing the City of Miami Beach and the State of Florida, Department of Transportation (FDOT) to enter into an easement agreement and associated maintenance agreement in order to authorize the City's placement of three (3) storm water pump stations within FDOT right-of-way along Alton Road.

Thereafter, FDOT installed three storm water pump stations within City right-of-way, but have determined that the storm water pump stations were not installed within the designated area authorized under Resolution No. 2012-27994.

The City and FDOT have determined that the easement area authorized in the original easement agreement with FDOT needs to be corrected to reflect the actual area in which the storm water pump stations were actually installed.

The City and FDOT also seek to amend the October 5, 2012 Maintenance Memorandum of Agreement, in which the City agrees to maintain the area surrounding the three (3) storm water pump stations, to now reflect the area articulated in the amended easement agreement, as that area is where the City's three (3) storm water pump stations are actually installed.

The City Administration requests the City Commission to ratify the amended easement agreement, and to authorize the execution of the First Amendment to the October 12, 2012 Maintenance Memorandum of Agreement, relating to the City's maintenance of the area where the pump stations were actually installed along State Road (S.R.) A1A/5th Street corridor at the intersection of West Avenue and S.R. 907/Alton Road corridor at the intersections of 10th Street and 14th Street.

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
JJF	ETC	JLM

T:\AGENDA\2015\December\PUBLIC WORKS\FDOT easement amendment. Sum.doc

MIAMIBEACH

AGENDA ITEM C7N
DATE 12-9-15

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: December 9, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING AN AMENDED EASEMENT AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), WHICH REFLECTS THE ACTUAL LOCATIONS THE CITY INSTALLED THREE STORM WATER PUMP STATIONS ALONG ALTON ROAD BETWEEN 5TH AND 10TH STREETS, AND A FIRST AMENDMENT TO THE ASSOCIATED OCTOBER 5, 2012 MAINTENANCE MEMORANDUM OF AGREEMENT TO REFLECT THE REVISED EASEMENT AREA.**

On September 12, 2012, the City Commission adopted Resolution No. 2012-27994, authorizing the City of Miami Beach and the State of Florida, Department of Transportation (FDOT) to enter into an easement agreement and associated maintenance agreement in order to authorize the City's placement of three storm water pump stations within FDOT right-of-way along Alton Road.

Thereafter, FDOT installed three (3) storm water pump stations within City right-of-way, but have determined that the storm water pump stations were not installed within the designated area authorized under Resolution No. 2012-27994.

The City and FDOT have determined that the easement area authorized in the original easement agreement with FDOT needs to be corrected to reflect the actual area in which the storm water pump stations were actually installed.

The City and FDOT also seek to amend the October 5, 2012 Maintenance Memorandum of Agreement, in which the City agrees to maintain the area surrounding the three (3) storm water pump stations, to now reflect the area articulated in the amended easement agreement, as that area is where the City's three (3) storm water pump stations are actually installed.

The City Administration requests the City Commission to ratify the amended easement agreement, and to authorize the execution of the First Amendment to the October 12, 2012 Maintenance Memorandum of Agreement, relating to the City's maintenance of the area where the pump stations were actually installed along State Road (S.R.) A1A/5th Street corridor at the intersection of West Avenue and S.R. 907/Alton Road corridor at the intersections of 10th Street and 14th Street.

CONCLUSION

The Administration recommends that the Mayor and City Commission adopt the Resolution.

JLM/ETC/EB

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING A CORRECTIVE PERPETUAL EASEMENT BETWEEN THE CITY OF MIAMI BEACH ("CITY") AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT"), WHICH REFLECTS THE ACTUAL LOCATIONS THE CITY INSTALLED THREE STORM WATER PUMP STATIONS ALONG ALTON ROAD BETWEEN 5TH AND 10TH STREETS; AND FURTHER APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A FIRST AMENDMENT TO THE ASSOCIATED OCTOBER 5, 2012 MAINTENANCE MEMORANDUM OF AGREEMENT.

WHEREAS, on September 12, 2012, the City Commission adopted Resolution No. 2012-27994, authorizing the City of Miami Beach ("City")and the State of Florida Department of Transportation ("FDOT") to enter into an easement agreement and associated maintenance agreement in order to authorize the City's placement of three storm water pump stations within the FDOT's right-of-way along Alton Road; and

WHEREAS, thereafter, the City installed three storm water pump stations within the FDOT right-of-way; and

WHEREAS, the City and FDOT subsequently determined that the easement area authorized in the original easement agreement with FDOT needed to be corrected to reflect the actual area in which the storm water pump stations were actually installed; and

WHEREAS, on September 3, 2015, a Corrective Perpetual Easement was executed and recorded, and the City Commission is requested to ratify said corrective easement; and

WHEREAS, the City and FDOT also seek to amend the October 5, 2012 Maintenance Memorandum of Agreement ("maintenance agreement"), in which the City agrees to maintain the area surrounding the three storm water pump stations, to now reflect the area articulated in the amended easement agreement, as that area is where the City's three storm water pump stations are actually installed; and

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 ratify a Corrective Perpetual Easement between the City and the State of Florida Department Of Transportation ("FDOT"), which reflects the actual locations the City installed three storm water pump stations along Alton Road between 5th and 10th Streets; and further approve and authorize the Mayor and City Clerk to execute a First Amendment to the associated October 5, 2012 Maintenance Memorandum of Agreement.

PASSED and **ADOPTED this** _____ day of December, 2015.

ATTEST:

_____
Philip Levine, Mayor

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney — Date 11/24/15

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EXHIBIT 1

CFN 2015R0603573
OR BK 29782 Pgs 692-697 (6Pgs)
RECORDED 09/18/2015 11:12:03
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

07-PB.13

This instrument prepared by,
or under the direction of,
Alicia Trujillo, Esq.
District Six Chief Counsel
State of Florida
Department of Transportation
1000 N.W. 111th Avenue
Miami, Florida 33172
May 2, 2012 -NE

Parcel No. : 804.1R(5-4-2015)
Item/Segment No. : 2499113
Managing District : 6

CORRECTIVE PERPETUAL EASEMENT

This Corrective Perpetual Easement is to correct the legal description in the previously recorded Permanent Easement under ORB 28265, Page 4531, as part of the City of Miami Beach Resolution No. 2012-27970, recorded in ORB 28265, Page 4516, , Attachment "F", pages 16 of 21 to 21 of 21.

THIS EASEMENT made the 3rd day of September, 20 15, by **THE CITY OF MIAMI BEACH**, a municipality of the State of Florida, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, its successors and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual easement for the purpose of installing and maintaining a 36" DIP storm water force main, all associated fittings and dissipated structures in, over, under, upon and through the following described land in Miami-Dade County, Florida, viz:

PARCEL 804 F.P. NO. 249911-3

Being a parcel of land lying in the Southeast one-quarter (1/4) of Section 33 and Southwest one-quarter (1/4) of Section 34, Township 53 South, Range 42 East, and lying within the right-of-way of 14th Street as depicted on the ALTON BEACH REALTY CO'S. PLAT OF ALTON BEACH BAY FRONT, according to the plat thereof, as recorded in Plat Book 4, Page 125, all in Miami-Dade County, Florida, and being more particularly described as follows:
COMMENCE at the intersection of the baseline of survey of State Road 907 (Alton Road) with the baseline of survey of 14th Street, as said baselines are depicted on the Florida Department of Transportation Project Network Control for said State Road 907, Project No. 249911-1, dated 07/30/2010; thence S 88°00'54" W, along said baseline of survey of 14th Street, 65.00 feet; thence N 01°59'06" W 6.58 feet to the POINT OF BEGINNING of the following described parcel: Thence S 88°00'54" W a distance of 839.51 feet; thence S 02°01'44" E a distance of 32.65 feet; thence S 86°49'15" W a distance of 16.73 feet; thence S 03°04'53" E a distance of 8.59 feet to the South Right of Way line of 14th Street as shown on the Florida Department of Transportation Right of Way Map for State Road No. 907 (Alton Road), Section 87037-2507, dated 3-14-90; thence S 88°00'54" W along said South Right of Way line, a distance of 159.17 feet to a point on the Southwest corner of 14th Street and Easterly line of Biscayne Bay, as depicted on the ALTON BEACH REALTY CO'S. PLAT OF ALTON BEACH BAY FRONT, according to the plat thereof, as recorded in Plat Book 4, Page 125, all in Miami-Dade County, Florida; thence N 36°33'58" W, along the Westerly Right of Way line of said 14th Street and said Easterly line of Biscayne Bay, a distance of 26.12 feet; thence N 86°49'29" E a distance of 37.01 feet; thence N 03°10'31" W a distance of 6.30 feet; thence N 86°49'29" E a distance of 73.55 feet; thence S 03°37'50" E a distance of 4.80 feet; thence N 87°57'49" E a distance of 38.97 feet; thence N 01°59'06" W a distance of 5.44 feet; thence N 22°29'21" E a distance of 18.32 feet; thence N 01°53'35" W a distance of 22.56 feet to a point on the North Right of Way line of

aforementioned 14th Street; thence N 88°00'54" E along said North Right of way line, a distance of 21.22 feet; thence S 22°29'21" W a distance of 14.75 feet; thence N 88°00'54" E a distance of 857.79 feet; thence S 01°59'06" E a distance of 15.00 feet to the POINT OF BEGINNING.
Containing 0.4287 acres (18,670 Square Feet), more or less.

Harold B. Peters, PSM
Greenman-Pedersen, Inc.
Date: 07/01/14
REV. 10/07/14, 12/02/2014, 4/30/2015

AS SHOWN ON EXHIBIT "A", ATTACHED HERETO AND TO BE MADE A PART HEREOF

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever, together with immunity unto the said grantee, its successors and assigns from all claims for damage, if any, arising from or growing out of such construction and/or maintenance to the lands, if any, owned by the grantor, lying adjacent or contiguous to the lands hereinabove described and the grantor will defend the title to said lands against all persons claiming by, through or under said grantor.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

ATTEST: 9/16/15

Its City Clerk RAFAEL E. GRANADO

The City of Miami Beach

By:

Its Mayor Philip Levine

Address

MIAMI BEACH INCORPORATED MARCH 26TH 1915

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

Philip Levine

The foregoing instrument was acknowledged before me this 16th day of September 2015, by ~~Dessiree Kane, Phil Levine~~, Mayor, who is personally known to me or who has produced _____ as identification.

DESSIREE KANE
Notary Public - State of Florida
My Comm. Expires Nov 15, 2018
Commission # FF 144943
Bonded Through National Notary Assn.

Dessiree Kane
(Signature of person taking acknowledgment)

(Type, print or stamp name under signature)
Title or rank and serial number, if any: _____

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

9/3/2015
City Attorney Date

LEGAL DESCRIPTION - PARCEL 804:

EXHIBIT "A"

Being a parcel of land lying in the Southeast one-quarter (1/4) of Section 33 and Southwest one-quarter (1/4) of Section 34, Township 53 South, Range 42 East, and lying Within the right-of-Way of 14th Street as depicted on the ALTON BEACH REALTY CO'S. PLAT OF ALTON BEACH BAY FRONT, according to the plat thereof, as recorded in Plat Book 4, Page 125, all in Miami-Dade County, Florida, and being more particularly described as follows:

COMMENCE at the intersection of the baseline of survey of State Road 907 (Alton Road) with the baseline of survey of 14th Street, as said baselines are depicted on the Florida Department of Transportation Project Network Control for said State Road 907, Project No. 249911-1, dated 07/30/2010; thence S 88°00'54" W, along said baseline of survey of 14th Street, 65.00 feet; thence N 01°59'06" W 6.56 feet to the POINT OF BEGINNING of the following described parcel:

Thence S 88°00'54" W a distance of 889.51 feet; thence S 02°01'44" E a distance of 33.85 feet; thence S 88°49'18" W a distance of 16.73 feet; thence S 09°04'53" E a distance of 8.58 feet to the South Right of Way line of 14th Street as shown on the Florida Department of Transportation Right of Way Map for State Road No. 907 (Alton Road), Section 87037-2507, dated 3-14-90; thence S 88°00'54" W along said South Right of Way line, a distance of 159.17 feet to a point on the Southwest Corner of 14th Street and Easterly line of Biscayne Bay, as depicted on the ALTON BEACH REALTY CO'S. PLAT OF ALTON BEACH BAY FRONT, according to the plat thereof, as recorded in Plat Book 4, Page 125, all in Miami-Dade County, Florida; thence N 35°33'58" W, along the Westerly Right of Way line of said 14th Street and said Easterly line of Biscayne Bay, a distance of 26.12 feet; thence N 86°49'29" E a distance of 37.01 feet; thence N 03°10'31" W a distance of 6.30 feet; thence N 86°49'29" E a distance of 79.55 feet; thence S 03°37'50" E a distance of 4.80 feet; thence N 87°57'49" E a distance of 38.97 feet; thence N 01°59'06" W a distance of 5.44 feet; thence N 22°29'21" E a distance of 18.32 feet; thence N 01°23'35" W a distance of 22.58 feet to a point on the North Right of Way line of aforementioned 14th Street; thence N 88°00'54" E along said North Right of way line, a distance of 21.22 feet; thence S 22°29'21" W a distance of 14.73 feet; thence N 88°00'54" E a distance of 857.79 feet; thence S 01°59'06" E a distance of 15.00 feet to the POINT OF BEGINNING.

Containing 0.4287 acres (18,670 Square Feet), 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.

- Lands shown hereon were not abstracted by this office for rights-of-way, easements of record, ownership, abandonments, deed restrictions, or Murphy Act Deeds. This information should be obtained through appropriate verification.
- The Bearings shown hereon are referenced to the Baseline of Survey of State Road 907 (Alton Road), having a bearing of N 01°59'06" W, as shown on the Florida Department of Transportation Project Network Control for said State Road 907, prepared by Manuel G. Vera & Associates, Inc., Project No. 249911-1, Dated 07/30/2010.
- Dimensions shown on sketch are calculated based on files provided by FDOT project manager.
- 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.

GREENMAN-PEDERSEN, INC.
326 NE 1ST AVE, SUITE 200
OCALA, FLORIDA 34470

Phone: 352-368-5055
FLORIDA SURVEY AND MAPPING
BUSINESS NO. LB 7560

Aug. 28 2017
DATE

HAROLD E. PETERS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 6391

This document consists of four (4) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.

PARCEL LIMITS	H.PETERS	08/28/17
PARCEL LIMITS	H.PETERS	11/07/14
PARCEL LIMITS	H.PETERS	10/02/14
PARCEL TOT	H.PETERS	7/01/14
REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 907 — MIAMI-DADE COUNTY

	BY	DATE
DRAWN	H.PETERS	06/08/14
CHECKED	H.BLAIR	06/18/14

RECOMMENDED BY: FDOT DISTRICT 6

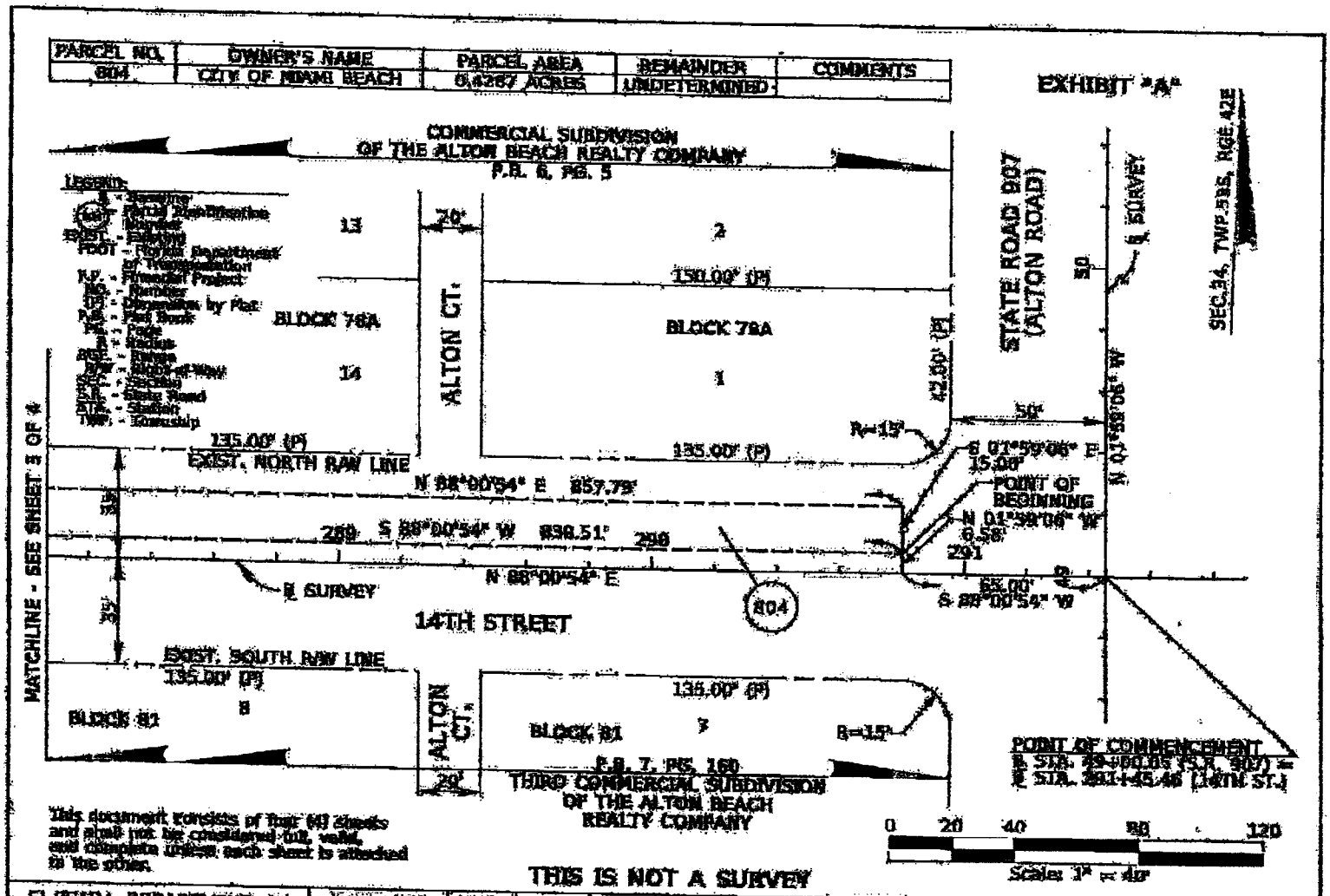
DATA SOURCE: SEE GENERAL NOTES

F.P. NO. 249911-3 SECTION 87037

SHEET 1 OF 4

PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
804	CITY OF MIAMI BEACH	0.4287 ACRES	UNDETERMINED	

EXHIBIT "A"

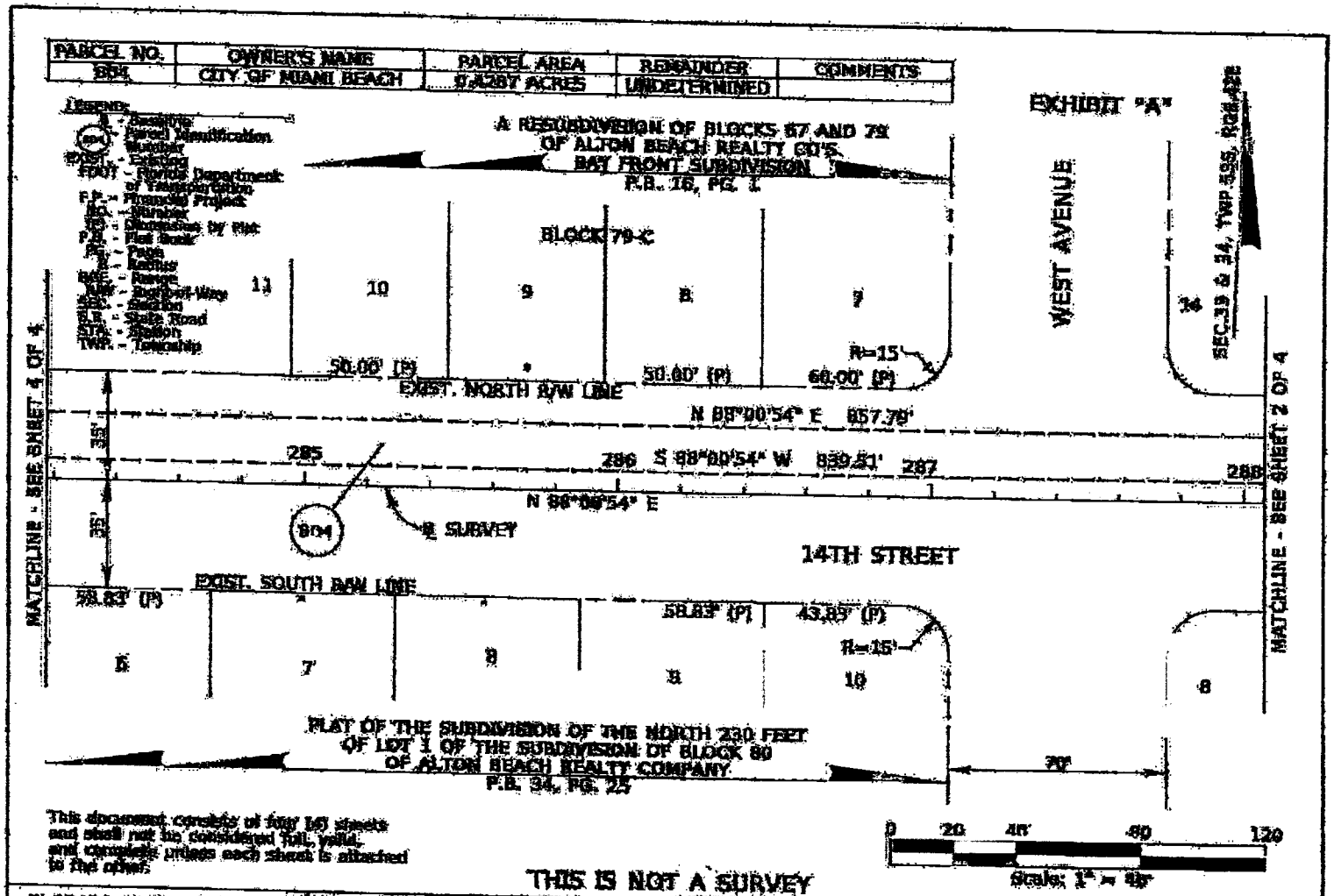


This document consists of four (4) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.

FLORIDA DEPARTMENT OF TRANSPORTATION							
SKETCH TO ACCOMPANY LEGAL DESCRIPTION	PARCEL LINE'S			STATE ROAD NO. 907			MIAMI-DADE COUNTY
	PARCEL LINE'S						
	PARCEL LINE'S						
	PARCEL BOX			DRAWN			F.P. NO. 249811-3 SECTION 87097
	REVISION			CHECKED			SHEET 2 OF 4

PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
804	CITY OF MIAMI BEACH	0.4287 ACRES	UNDETERMINED	

EXHIBIT "A"



This document consists of four (4) 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

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 907

MIAMI-DADE COUNTY

F.P. NO. 2439111-3 SECTION 87037

SHEET 3 OF 4

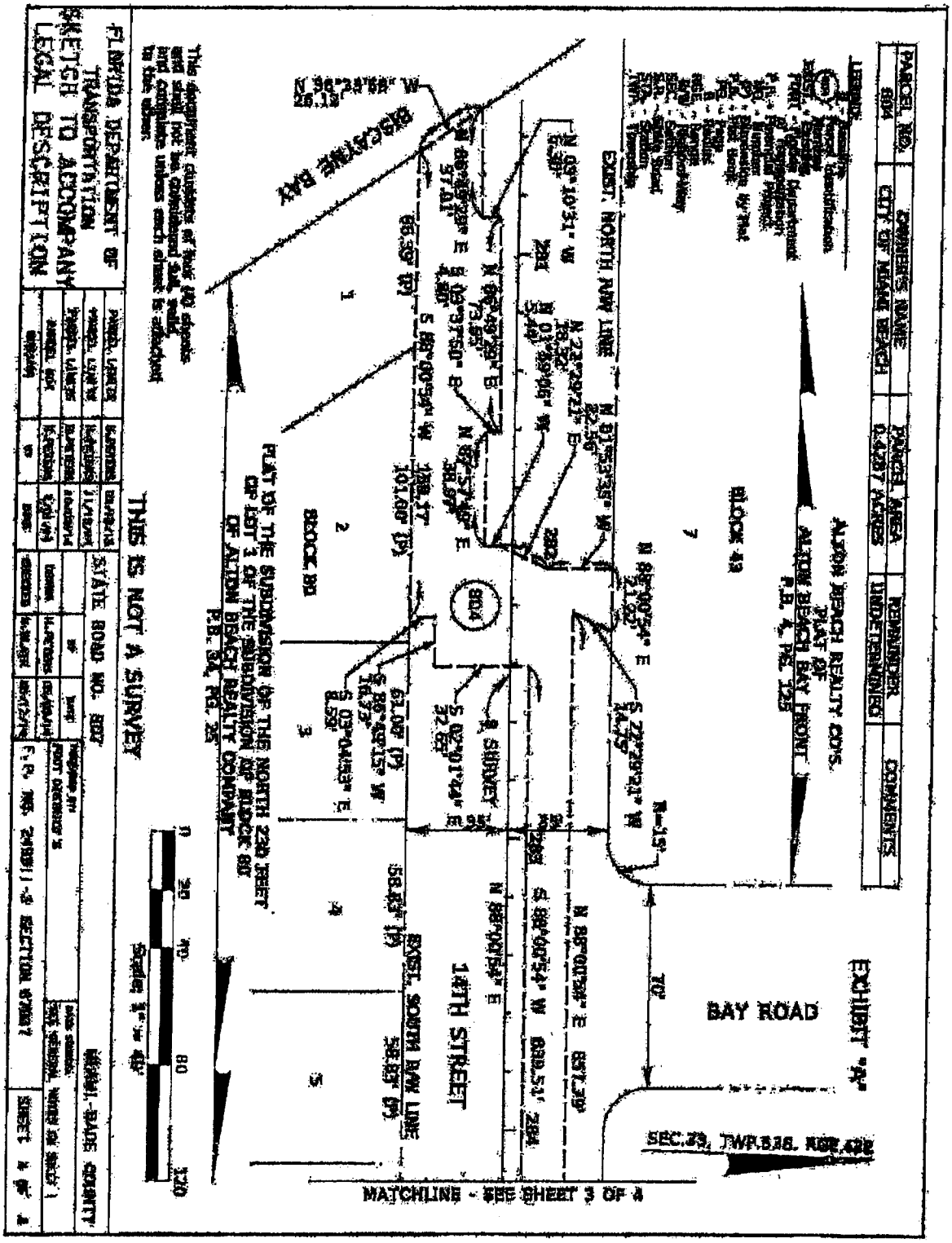


EXHIBIT "A"
ALTON BEACH REALTY CO'S.
PLAT OF
ALTON BEACH BAY FRONT
P.B. 4, PG. 125
BLOCK 43
BAY ROAD
70'
14TH STREET
EXIST. SOUTH RAW LINE
EXIST. NORTH RAW LINE
BLOCK 80
BLOCK 80
BASCAYNE BAY
PLAT OF THE SUBDIVISION OF THE NORTH 220 FEET
OF LOT 3 OF THE SUBDIVISION OF BLOCK 80
OF ALTON BEACH REALTY COMPANY
P.B. 5, PG. 20
SURVEY
MATCHLINE - SEE SHEET 3 OF 4
SEC.29, TWP.53S, RGE.42E
THIS IS NOT A SURVEY
STATE ROAD NO. 907
MIAMI-DADE COUNTY
FLORIDA DEPARTMENT OF
TRANSPORTATION
SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
Scale 1" = 40'
0 20 40 80 120
PARCEL NO.
OWNERS NAME
PARCEL AREA
REMAINDER
COMMENTS
CITY OF MIAMI BEACH
0.4287 ACRES
UNDETERMINED

EXHIBIT 2

AMENDMENT ONE TO MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF MIAMI BEACH

This Amendment One to that certain Maintenance Memorandum of Agreement, executed on October 5, 2012, (the "Agreement"), incorporated herein by reference and attached hereto as Exhibit 1, between the City of Miami Beach, a municipal corporation of the State of Florida ("CITY"), and the State of Florida Department of Transportation, a component agency of the State of Florida ("DEPARTMENT"), for the maintenance of Storm Water Pump Stations and Pollution Control Structures (the "improvements") on State Road (S.R.) A1A/5th Street corridor at the intersection of West Avenue and S.R. 907/Alton Road corridor at the intersections of 10th Street and 14th Street ("PROJECT LIMITS"), is entered into this _____ day of _____, 20__.

RECITALS:

WHEREAS, the Agreement was entered into by both parties pursuant to the approval of the DEPARTMENT and of the CITY Commission by Resolution No. 2012-27994, adopted on September 12, 2012, for improvements within the PROJECT LIMITS; and

WHEREAS, it is necessary to revise the PROJECT LIMITS of the improvements to include the relocation of the three (3) Storm Water Pump Stations and three (3) Pollution Control Structures; and

WHEREAS, Section B of the RECITALS to the Agreement shall be amended to reflect the following language:

B. The **DEPARTMENT** will install storm water pump stations and pollution control structures along S.R. 907/Alton Road between 5th Street and 6th Street (M.P. 0.056 along S.R. 907), along 10th Street west of West Avenue (approximately 225 feet west of the intersection of West Avenue and 10th Street) and along 14th Street west of Bay Road (approximately 225 feet west of the intersection of Bay Road and 14th Street), in accordance with **DEPARTMENT** Contract #T-6290 (PROJECT LIMITS), are described in the attached Exhibit 'A1' which by reference hereto shall become a part hereof; and

WHEREAS, the CITY Commission has adopted Resolution No. _____ on _____, 20__, to approve this Amendment One To Maintenance Memorandum Of Agreement Between The State Of Florida Department Of Transportation And The City Of Miami Beach;

NOW, THEREFORE, in consideration of the premises, agreements and covenants set forth hereinafter, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Department hereby agree that the foregoing recitals are true and correct and further agree as follows:

The Agreement is hereby amended as follows:

RECITALS: shall be amended to reflect the relocation of the Storm Water Pump Stations and Pollution Control Structures as specified in Exhibit 'A1', PROJECT LIMITS.

EXHIBIT 'A' PROJECT LIMITS shall be superseded with the attached EXHIBIT 'A1' PROJECT LIMITS.

All other terms and conditions of the Agreement are in effect and remain unchanged.

CITY OF MIAMI BEACH:

By:

CITY Manager

ATTEST:
(SEAL)

By:

CITY Clerk

LEGAL REVIEW

By:

CITY Attorney

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:

By:

District Secretary

ATTEST:
(SEAL)

By:

Executive Secretary

LEGAL REVIEW:

By:

District Chief Counsel

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney

11-24-15
Date

EXHIBIT 'A1'

PROJECT LIMITS

Below are the general limits of the storm water pump stations and pollution control structures to be maintained under this **AGREEMENT.**

State Road Number: A1A/5th Street & 907/Alton Road

Agreement Limits: Along S.R. 907/Alton Road between 5th Street and 6th Street (M.P. 0.056 along S.R. 907), along 10th Street west of West Avenue (approximately 225 feet west of the intersection of West Avenue and 10th Street) and along 14th Street west of Bay Road (approximately 225 feet west of the intersection of Bay Road and 14th Street)

County: Miami-Dade

- 1 pump station and pollution control structure along S.R. 907/Alton Road between 5th Street and 6th Street (M.P. 0.056 along S.R. 907)
- 1 pump station and pollution control structure along 10th Street west of West Avenue (approximately 225 feet west of the intersection of West Avenue and 10th Street)
- 1 pump station and pollution control structure along 14th Street west of Bay Road (approximately 225 feet west of the intersection of Bay Road and 14th Street)

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager

FROM: Micky Steinberg, Commissioner

DATE: November 20, 2015

SUBJECT: Agenda item for the December 9, 2015 City Commission Meeting: Resolution Urging Florida Legislature to Defeat HB 401

Please place on the December 9, 2015 City Commission agenda the attached Resolution urging the Florida Legislature to defeat Florida House Bill 401, which—purporting to protect religious and moral freedom—would allow and encourage discrimination by providing healthcare providers and facilities, individual persons and closely held corporations, child-placing agencies, and religious institutions with immunity from liability for their refusal to provide treatments, services, or products contrary to the religious or moral convictions of those entities. This bill would extend far further than current federal or state constitutional or statutory law, allowing anyone with any claimed moral or religious objection to discriminate in the provision of goods and services against many people protected by the City of Miami Beach Human Rights Ordinance. HB 401 is inimical to the values of our City and would eviscerate the protections that we have enacted here.

I request that the enacted resolution be distributed to officials of other Florida local governments that share our values, asking them to pass similar resolutions and to make defeating HB 401 a legislative priority.

MIAMIBEACH
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.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, URGING THE FLORIDA LEGISLATURE TO OPPOSE FLORIDA HOUSE BILL 401, WHICH WOULD (1) PROVIDE IMMUNITY FROM LIABILITY FOR HEALTH CARE FACILITIES OR HEALTH CARE PROVIDERS THAT REFUSE TO ADMINISTER, RECOMMEND, OR DELIVER MEDICAL TREATMENTS OR PROCEDURES THAT WOULD BE CONTRARY TO RELIGIOUS OR MORAL CONVICTIONS OR POLICIES; (2) PROVIDE IMMUNITY FROM LIABILITY FOR INDIVIDUAL PERSONS, CLOSELY HELD ORGANIZATIONS, RELIGIOUS INSTITUTIONS, OR BUSINESSES OWNED OR OPERATED BY A RELIGIOUS INSTITUTION THAT REFUSE TO PRODUCE, CREATE, OR DELIVER CUSTOM PRODUCTS OR SERVICES THAT WOULD BE CONTRARY TO RELIGIOUS OR MORAL CONVICTIONS OR POLICIES; (3) PROVIDE IMMUNITY FROM LIABILITY FOR A PRIVATE CHILD-PLACING AGENCY THAT REFUSES TO PERFORM, ASSIST IN, RECOMMEND, CONSENT TO, OR PARTICIPATE IN THE PLACEMENT OF A CHILD THAT WOULD BE CONTRARY TO RELIGIOUS OR MORAL CONVICTIONS OR POLICIES; AND (4) PREEMPT LOCAL REGULATIONS TO THE CONTRARY.

WHEREAS, the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, declares that "there is no greater danger to the health, morals, safety and welfare of the city and its inhabitants than the existence of prejudice against one another and antagonistic to each other because of differences of race, color, national origin, *religion*, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, or disability," and that "prejudice, intolerance, bigotry and discrimination and disorder occasioned thereby threaten the rights and proper privileges of its inhabitants and menace the very institutions, foundations and bedrock of a free, democratic society"; and

WHEREAS, in view of this policy, the City's Human Rights Ordinance prohibits discrimination in employment, public accommodations, housing, and public services, on the basis of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, and disability; and

WHEREAS, the Miami-Dade County Board of County Commissioners recently expanded the Miami-Dade County Human Rights Ordinance to prohibit discrimination on the basis of gender identity and gender expression in housing, public accommodations, and employment; and

WHEREAS, Florida House Bill 401 (2016), if passed, would (1) provide immunity from liability for a health care facility or health care provider that refuses to administer, recommend,

or deliver medical treatments or procedures that would be contrary to religious or moral convictions or policies; (2) provide immunity from liability for a person, closely held organization, religious institution, or business owned or operated by a religious institution that refuses to produce, create, or deliver custom products or services that would be contrary to religious or moral convictions or policies; (3) provide immunity from liability for a private child-placing agency that refuses to perform, assist in, recommend, consent to, or participate in the placement of a child that would be contrary to religious or moral convictions or policies; and (4) preempt local regulations to the contrary; and

WHEREAS, the Mayor and City Commission oppose House Bill 401 as it would sanction discrimination by healthcare providers and facilities, individual persons and business organizations, religious organizations and charities, and child-placement and adoption agencies with certain religious and moral convictions and, furthermore, by prohibiting cities and counties from protecting the right of every individual not to be denied access to the same goods and services as any other person notwithstanding any alleged privately held religious or moral belief or conviction of a person or group; and

WHEREAS, the Mayor and City Commission deem it in the best interest of the City and its citizens to urge the Florida Legislature to oppose House Bill 401; and

WHEREAS, the Mayor and City Commission wish to speak in a unified voice with our sister cities and counties that share our values of inclusion and nondiscrimination.

NOW, THEREFORE, THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, hereby urge the Florida Legislature to oppose House Bill 401 (2016), urge our sister Florida cities and counties to pass similar resolutions, and direct the City Clerk to transmit this Resolution to Governor Rick Scott, the President of the Florida Senate, the Speaker of the Florida House of Representatives, and other Florida local governments that share our commitment to inclusion, diversity, and nondiscrimination, asking each to consider passing and transmitting similar resolutions.

PASSED and ADOPTED this 9th day of _____, 2015.

ATTEST:

_____ _____

Rafael E. Granado, City Clerk Philip Levine, Mayor

(Sponsored by Commissioner Micky Steinberg)

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 11-23-15 Date

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MIAMIBEACH

OFFICE OF THE CITY ATTORNEY
RAUL J. AGUILA, CITY ATTORNEY

COMMISSION MEMORANDUM

TO: **Members of the City Commission**
City Manager Jimmy Morales

FROM: **Raul J. Aguila, City Attorney** [illegible]

DATE: **December 9, 2015**

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY'S COMMITTEE FOR QUALITY EDUCATION AND URGING FLORIDA GOVERNOR RICK SCOTT AND THE FLORIDA LEGISLATURE TO INCREASE PER PUPIL EDUCATION FUNDING IN FLORIDA PUBLIC SCHOOLS TO EQUAL OR EXCEED THE NATIONAL AVERAGE OF APPROXIMATELY $10,700 PER PUPIL.**

The attached Resolution is sponsored by Commissioner Micky Steinberg and is submitted for consideration by the Mayor and City Commission at the December 9, 2015 City Commission Meeting.

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Agenda Item C7P
Date 12-9-15

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY'S COMMITTEE FOR QUALITY EDUCATION AND URGING FLORIDA GOVERNOR RICK SCOTT AND THE FLORIDA LEGISLATURE TO INCREASE PER PUPIL EDUCATION FUNDING IN FLORIDA PUBLIC SCHOOLS TO EQUAL OR EXCEED THE NATIONAL AVERAGE OF APPROXIMATELY $10,700 PER PUPIL.

WHEREAS, educating our children is key to the economic growth and welfare of our nation, state, and local communities; and

WHEREAS, according to recently released data from the United States Census Bureau, "Public Education Finances: 2013," the average per pupil spending for the nation's elementary and secondary public school systems was $10,700 during fiscal year 2013, which varied heavily among states with a high of $19,818 in New York and a low of $6,555 in Utah; and

WHEREAS, per pupil spending includes funds used for direct instruction, as well as student support services such as social work, guidance, health and psychological services, speech pathology, and audiology; and

WHEREAS, the States and State equivalents spending the most per pupil in 2013 were New York ($19,818), Alaska ($18,175), the District of Columbia ($17,953), New Jersey ($17,572), and Connecticut ($16,631); and

WHEREAS, the States spending the least per pupil include Utah ($6,555), Idaho ($6,791), Arizona ($7,208), Oklahoma ($7,672), and Mississippi ($8,130); and

WHEREAS, the State of Florida ($8,433) ranks among the States spending the lowest amounts per pupil in education funding; and

WHEREAS, the Mayor and City Commission of the City of Miami Beach consider the education of our elementary and secondary public school students a priority for the welfare and future of our community; and

WHEREAS, at its November 18, 2015 meeting, the City of Miami Beach Committee for Quality Education ("Committee") unanimously passed a motion requesting the Mayor and City Commission to "ask the Governor and Florida legislature to increase per pupil education funding to minimally equal the national average of approximately $10,700," and the Mayor and City Commission accept the Committee's recommendation.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the recommendation of the City's Committee for Quality Education is hereby accepted, and Florida Governor Rick Scott and the Florida Legislature are hereby urged to increase per pupil education funding in Florida public schools to equal or exceed the national average of approximately $10,700 per pupil.

PASSED and ADOPTED this ___ day of December 2015.

Philip Levine, Mayor

ATTEST:

Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney Date 12/2/15

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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 TO REJECT ALL PROPOSALS RECEIVED, PURSUANT TO PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) No. 2015-206-KB, ROOFING CONSULTING SERVICES, AND TO ISSUE A SUBSEQUENT RFQ FOLLOWING AN INDUSTRY REVIEW MEETING.

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.

RFQ No. 2014-206-KB, was issued on August 13, 2014, with a bid opening date of October 8, 2014. Four (4) addenda were issued. The Procurement Department issued bid notices to 144 firms utilizing the www.PublicPurchase.com. Fifty-seven (57) prospective bidders accessed the advertised solicitation. The RFQ required for the Proposed Project Manager to be licensed by the Florida Department of Business and Professional Regulation as a Standard Roof Inspector and by the Roof Consultants Institute as a Registered Roof Consultant (RRC). Additionally, the Proposed Roof Inspectors were required to be licensed by the Florida Department of Business and Professional Regulation as a Standard Roof Inspector and by the Roof Consultant Institute as a Registered Roof Observer (RRO) or Registered Roof Consultant (RRC) from RCI Inc.

The RFQ resulted in the receipt of eight (8) responses from REI Engineers, ECS Florida, Inc., PSI, Inc., Atlantic & Caribbean Roofing Consulting, LLC, BTA, Inc., WJE, Inc., Nova Engineering & Environmental, and BECI, Inc. A voluntary pre-proposal conference to provide information to the proposers submitting a response was held on July 17, 2015, at which time none of the prospective proposers instructed they would not be able to meet the minimum requirement. Upon receipt and review of the proposals received, the Administration has determined that all proposals received failed to comply with the minimum requirement for licensure by the State of Florida and certification by the Roofing Consultant Institute as mentioned above. Therefore, proposals have been deemed non-responsive.

Once proposals have been rejected and the Cone of Silence has been lifted, staff will work with the State of Florida and the Roofing Consultant Institute to determine, if possible, if there were any issues with the licensure and certification requirements stated in the RFQ. Staff is also recommending an Industry Review Meeting to be held to ascertain any concerns or questions prospective consultants may have had in responding to the RFQ. Following these steps, a future RFQ may be developed and released for these services.

After considering and reviewing staff's recommendation, the City Manager recommends that the Mayor and City Commission of the City of Miami Beach, Florida approve the Resolution rejecting all proposals, pursuant to Request for Qualifications No. 2015-206-KB for the Roofing Consulting Services, and authorizing the Administration to issue a subsequent RFQ for these services following an industry review meeting.

RECOMMENDATION

Approve the resolution.

Advisory Board Recommendation:

Financial Information:

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

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Alex Denis, Anthony Kaniewski

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD AK	MT	JLM

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MIAMIBEACH

AGENDA ITEM C7Q

DATE 12-9-15

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: December 9, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER TO REJECT ALL PROPOSALS RECEIVED, PURSUANT TO PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) No. 2015-206-KB, ROOFING CONSULTING SERVICES, AND TO ISSUE A SUBSEQUENT RFQ FOLLOWING AN INDUSTRY REVIEW MEETING.**

ADMINISTRATION RECOMMENDATION
Adopt the Resolution.

KEY INTENDED OUTCOME SUPPORTED
Ensure expenditure trends are sustainable over the long term.

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.

RFQ PROCESS
RFQ No. 2014-206-KB, was issued on August 13, 2014, with a bid opening date of October 8, 2014. Four (4) addenda were issued. The Procurement Department issued bid notices to 144 firms utilizing the www.PublicPurchase.com. Fifty-seven (57) prospective bidders accessed the advertised solicitation. The RFQ required for the Proposed Project Manager to be licensed by the Florida Department of Business and Professional Regulation as a Standard Roof Inspector and by the Roof Consultants Institute as a Registered Roof Consultant (RRC). Additionally, the Proposed Roof Inspectors were required to be licensed by the Florida Department of Business and Professional Regulation as a Standard Roof Inspector and by the Roof Consultant Institute as a Registered Roof Observer (RRO) or Registered Roof Consultant (RRC) from RCI Inc.

The RFQ resulted in the receipt of eight (8) responses from REI Engineers, ECS Florida, Inc., PSI, Inc., Atlantic & Caribbean Roofing Consulting, LLC, BTA, Inc., WJE, Inc., Nova Engineering & Environmental, and BECI, Inc. A voluntary pre-proposal conference to provide information to the proposers submitting a response was held on July 17, 2015, at which time none of the prospective proposers instructed they would not be able to meet the minimum requirement. Upon receipt and review of the proposals received, the Administration has determined that all proposals received failed to comply with the minimum requirement for licensure by the State of Florida and certification by the Roofing Consultant Institute as mentioned above. Therefore, proposals have been deemed non-responsive.

Once proposals have been rejected and the Cone of Silence has been lifted, staff will work with the State of Florida and the Roofing Consultant Institute to determine, if possible, if there were any issues with the licensure and certification requirements stated in the RFQ. Staff is also recommending an Industry Review Meeting to be held to ascertain any concerns or questions prospective consultants may have had in responding to the RFQ. Following these steps, a future RFQ may be developed and released for these services.

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 approve the Resolution rejecting all proposals, pursuant to Request for Qualifications No. 2015-206-KB for the Roofing Consulting Services, and authorizing the Administration to issue a subsequent RFQ for these services following an industry review meeting.

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 Request for Qualifications No. 2015-206-KB for the Roofing Consulting Services.

JLM / MT / EC / AK / AD
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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 TO REJECT ALL PROPOSALS RECEIVED PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2015-206-KB, FOR ROOFING CONSULTING SERVICES, AND AUTHORIZING THE CITY ADMINISTRATION TO ISSUE A NEW RFQ FOR ROOFING CONSULTING SERVICES FOLLOWING AN INDUSTRY REVIEW MEETING.

WHEREAS, Request for Qualifications No. 2015-206-KB (the RFQ) was issued on was issued on August 13, 2014, with a bid opening date of October 8, 2014; and

WHEREAS, the RFQ resulted in the receipt of eight (8) responses from REI Engineers, ECS Florida, Inc., PSI, Inc., Atlantic & Caribbean Roofing Consulting, LLC, BTA, Inc., WJE, Inc., Nova Engineering & Environmental, and BECI, Inc.; and

WHEREAS, the RFQ required for the Proposed Project Manager to be licensed by the Florida Department of Business and Professional Regulation as a Standard Roof Inspector and by the Roof Consultants Institute as a Registered Roof Consultant (RRC), and also required that the Proposed Roof Inspectors be licensed by the Florida Department of Business and Professional Regulation as a Standard Roof Inspector and by the Roof Consultant Institute as a Registered Roof Observer (RRO) or Registered Roof Consultant (RRC) from RCI Inc.; and

WHEREAS, a voluntary pre-proposal conference to provide information to the proposers submitting a response was held on July 17, 2015, at which time none of the prospective proposers advised of any issue with respect to their ability to meet the minimum requirements; and

WHEREAS, upon receipt and review of the proposals received, the Administration has determined that all proposals received failed to comply with the minimum requirements for licensure by the State of Florida and certification by the Roofing Consultant Institute, and all proposals were therefore deemed non-responsive; and

WHEREAS, after considering and reviewing staff's recommendation, the City Manager recommends that the Mayor and City Commission of the City of Miami Beach, Florida approve the Resolution rejecting all proposals pursuant to Request for Qualifications No. 2015-206-KB for the Roofing Consulting Services; and further authorize the Administration to issue a new RFQ following an industry review meeting to consider the input of the industry on the requirements of the RFQ.

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 approve and accept the recommendation of the City Manager to reject all bids received pursuant to Request for Qualifications No. 2015-206-KB, for Roofing Consulting Services, and further authorize the City Administration to issue a new RFQ for roofing consulting services following an industry review meeting.

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 RAP Date

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COMPETITIVE BID REPORTS

Condensed Title:

REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR QUALIFICATIONS (RFQ) NO. 2015-245-KB FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE LINCOLN ROAD DISTRICT IMPROVEMENTS

Key Intended Outcome Supported:

Maximize The Miami Beach Brand As A World Class Destination

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

N/A

Item Summary/Recommendation:

On September 10, 2014, pursuant to RFQ 2014-050-SR, City Commission approved James Corner Field Operations, LLC, to complete the Master Plan for the Lincoln Road District. A Master Plan was finalized and received approval from City Commission at the October 14, 2015 Commission meeting. In order to implement the master plan approved by City Commission, Architectural/Engineering services are needed for the development of construction documents and related services.

As a result, on October 14, 2015, the Administration presented to the City Commission a request for approval to issue Request for Qualifications (RFQ) for Architectural and Engineering Design Services for the Lincoln Road District Improvements. The project encompasses the Lincoln Road pedestrian mall inclusive of Lincoln Lane North and Lincoln Lane South from Lennox Avenue to Collins Avenue. The project extends to 16th Street along Drexel Avenue. The Consultant shall provide as needed architectural, structural engineering, civil engineering, MEP engineering, landscape architecture, traffic studies, construction cost estimating, surveying, and geotechnical services for the Project. The work shall include, but not be limited to, conceptual drawings, surveying, geotechnical, design development, estimates of probable construction cost, construction documents, permitting, bidding/award, and construction administration services for the Project. At the October 14th meeting, the City Commission deferred approval until such time as the Administration was able to collect comments regarding the RFQ from the Lincoln Road Property Owner's Association. The Association has provided its comments, which have been discussed with staff, and have been incorporated into the RFQ as permitted by Section 287.055, Florida Statutes, which governs the procurement process for public agencies seeking architectural/engineering services.

The City seeks Proposals from professional consulting architectural/engineering firms which have proven experience in the preparation of construction contract documents for open air pedestrian shopping districts and related infrastructure. The successful firm shall have the expertise to conduct the design, bid and award, and construction administration services for these Lincoln Road District Improvements 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.

RECOMMENDATION

The City Manager recommends that the Mayor and Commission authorize the issuance of the RFQ for Architectural and Engineering Design Services for the Lincoln Road District Improvements.

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, David Martinez

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD_____ DM_____	MT_____ EC_____	JLM_____

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Agenda Item R2A
Date 12-9-15

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: December 9, 2015

SUBJECT: **REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR QUALIFICATIONS (RFQ) NO. 2015-245-KB FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE LINCOLN ROAD DISTRICT IMPROVEMENTS**

ADMINISTRATION RECOMMENDATION

Authorize the issuance of the RFQ.

BACKGROUND

On September 10, 2014, pursuant to RFQ 2014-050-SR, City Commission approved James Corner Field Operations, LLC, to complete the Master Plan for the Lincoln Road District. A Master Plan was finalized and received approval from City Commission at the October 14, 2015 Commission meeting. In order to implement the master plan approved by City Commission, Architectural/Engineering services are needed for the development of construction documents and related services.

As a result, on October 14, 2015, the Administration presented to the City Commission a request for approval to issue Request for Qualifications (RFQ) for Architectural and Engineering Design Services for the Lincoln Road District Improvements. The project encompasses the Lincoln Road pedestrian mall inclusive of Lincoln Lane North and Lincoln Lane South from Lennox Avenue to Collins Avenue. The project extends to 16th Street along Drexel Avenue. The Consultant shall provide as needed architectural, structural engineering, civil engineering, MEP engineering, landscape architecture, traffic studies, construction cost estimating, surveying, and geotechnical services for the Project. The work shall include, but not be limited to, conceptual drawings, surveying, geotechnical, design development, estimates of probable construction cost, construction documents, permitting, bidding/award, construction administration services, and phasing/implementation plans for the Project. At the October 14th meeting, the City Commission deferred approval until such time as the Administration was able to collect comments regarding the RFQ from the Lincoln Road Property Owner's Association. The Association has provided its comments, which have been discussed with staff, and have been incorporated into the RFQ as permitted by Section 287.055, Florida Statutes, which governs the procurement process for public agencies seeking architectural/engineering services.

The City seeks Proposals from professional consulting architectural/engineering firms which have proven experience in the preparation of construction contract documents for open air pedestrian shopping districts and related infrastructure. The successful firm shall have the expertise to conduct the design, bid and award, and construction administration services for these Lincoln Road District Improvements 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.

MINIMUM QUALIFICATIONS. Please Reference, Appendix C, RFQ 2015-245-KB for Architectural and Engineering Design Services for the Lincoln Road District Improvements (attached).

SUBMITTAL REQUIREMENTS. Please Reference Section 0300, RFQ 2015-245-KB for Architectural and Engineering Design Services for the Lincoln Road District Improvements (attached).

CRITERIA FOR EVALUATION. Please Reference Section 0400, RFQ 2015-245-KB for Architectural and Engineering Design Services for the Lincoln Road District Improvements (attached).

CONCLUSION

The City Manager recommends that the Mayor and Commission authorize the issuance of the RFQ for Architectural and Engineering Design Services for the Lincoln Road District Improvements.

ATTACHMENTS

Attachment A: RFQ 2015-245-KB for Architectural and Engineering Design Services for the Lincoln Road District Improvements.

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

For Architectural and Engineering Design Services for the Lincoln Road District Improvements

RFQ 2015-245-KB

DRAFT

RFQ ISSUANCE DATE: DECEMBER 11, 2015

PROPOSALS DUE: JANUARY 26, 2016

MIAMIBEACH

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TABLE OF CONTENTS

SOLICITATION SECTIONS:		PAGE
0100	NOT UTILIZED	N/A
0200	INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS	3
0300	SUBMITTAL INSTRUCTIONS & FORMAT	12
0400	EVALUATION PROCESS	14

APPENDICES:		PAGE
APPENDIX A	RESPONSE CERTIFICATON, QUESTIONNAIRE AND AFFIDAVITS	16
APPENDIX B	"NO BID" FORM	23
APPENDIX C	MINIMUM REQUIREMENTS & SPECIFICATIONS	25
APPENDIX D	SPECIAL CONDITIONS	30
APPENDIX E	INSURANCE REQUIREMENTS	33
APPENDIX F	STANDARD FORM 330	35
APPENDIX G	SAMPLE CONTRACT	36
APPENDIX H	MASTER PLAN	*

*Provided under separate cover.

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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 Purpose of this Request for Qualifications (RFQ) is to qualify a Proposer for Architectural and Engineering Design Services for the Lincoln Road District ("the Project") to provide construction documents and related services necessary to implement the Lincoln Road Master Plan (Appendix H) completed by James Corner Field Operations as approved by the City Commission. 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 Lincoln Road District enhancement project encompasses the Lincoln Road pedestrian mall and adjacent Lincoln Lane North and Lincoln Lane South between Lennox Avenue and Collins Avenue. The enhancement project extents to 16th Street along Drexel Avenue. A Master Plan is being finalized and is pending approval from City Commission. The proposed Master Plan may include: Enhancement of pedestrian walkways and café zones, modifications to the existing planters and water features, landscape and irrigation, storm and sewer drainage, lighting and signalization, multipurpose areas at specifically selected locations, outdoor furniture and outdoor seating areas, milling and resurfacing of pavement surfaces, striping and pavement markings as required, crosswalk enhancements, and interactive visitor center with artistic gateway folly at Lincoln Road and Washington Avenue.

Contract documents, as a result of this RFQ, will include details for the construction of the Master Plan for the Lincoln Road District. **Scope of Services is pursuant to Appendix C, Section C-2., of this RFQ.**

The City seeks Proposals from professional consulting architectural/civil engineering firms which have proven experience in the preparation of construction contract documents for Open Air Pedestrian Shopping Districts and Related Infrastructure. The successful firm will have the financial resources and technical expertise to conduct the Design, Bid and Award, and Construction Administration Services for the Lincoln Road District Improvements 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	December 11, 2016
Pre-Proposal Meeting	TBD
Deadline for Receipt of Questions	January 15, 2016
Responses Due	January 26, 2016
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 ten (10) 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-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 Anticipated RFQ Timetable section above at the following address:

City of Miami Beach
Procurement Department Conference Room
1755 Meridian Avenue, 3RD Floor
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 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). The City by means of Addenda will issue interpretations or written addenda

clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *PublicPurchase*. Any prospective proposer who has received this RFQ by any means other than through PublicPurchace 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. Written questions should be received no later than the date outlined in the **Anticipated RFQ Timetable** section.

7. CONE OF SILENCE. This RFQ is subject to, and all proposers are expected to be or become familiar with, the City's Cone of Silence Requirements, as codified in Section 2-486 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Cone of Silence are complied with, and shall be subject to any and all sanctions, as prescribed therein, including rendering their response voidable, in the event of such non-compliance. 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. PUBLIC ENTITY CRIMES. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

10. COMPLAINCE WITH THE CITY'S LOBBYIST LAWS. This RFQ is subject to, and all Proposers are expected to be or become familiar with, all City lobbyist laws. Proposers shall be solely responsible for ensuring that all City lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their responses, in the event of such non-compliance.

11. DEBARMENT ORDINANCE: This RFQ is subject to, and all proposers are expected to be or become familiar with, the City's Debarment Ordinance as codified in Sections 2-397 through 2-406 of the City Code.

12. WITH THE CITY'S CAMPAIGN FINANCE REFORM LAWS. This RFQ is subject to, and all 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 responses, in the event of such non-compliance.

13. CODE OF BUSINESS ETHICS. Pursuant to City Resolution No.2000-23879, the Proposer shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its 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.

14. AMERICAN WITH DISABILITIES ACT (ADA). Call 305-673-7490 to request material in accessible format; sign language interpreters (five (5) days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance, please call the Public Works Department, at 305-673- 7000, Extension 2984.

15. 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*.

16. PROTESTS. Proposers that are not selected may protest any recommendation for selection of award in accordance with eh proceedings established pursuant to the City's bid protest procedures, as codified in Sections 2-370 and 2-371 of the City Code (the City's Bid Protest Ordinance). Protest not timely made pursuant to the requirements of the City's Bid Protest Ordinance shall be barred.

17. INTENTIONALLY OMITTED.

18. VETERAN BUSINESS ENTERPRISES PREFERENCE. Pursuant to City Code Section 2-374, the City shall give a 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, and which is within five percent (5%) of the lowest responsive, responsible proposer, by providing such proposer an opportunity of providing said goods or contractual services for the lowest responsive proposal amount (or in this RFQ, the highest proposal amount). Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more proposers which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest proposal pursuant to an RFQ or oral or written request for quotation, and such proposals are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

19. 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.

20. NEGOTIATIONS. Following selection, the City reserves the right to enter into further negotiations with the selected Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Proposer in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposers that no property, contract or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to; approved by the City; and executed by the parties.

21. Postponement/Cancellation/Acceptance/Rejection. The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, responses; re-advertise this RFQ; postpone or cancel, at any time, this RFQ process; or waive any irregularities in this RFQ, or in any responses received as a result of this RFQ. Reasonable efforts will be made to either award the proposer the contract or reject all proposals within one-hundred twenty (120) calendar days after proposal opening date. A proposer may withdraw its proposal after expiration of one hundred twenty (120) calendar days from the date of proposal opening by delivering written notice of withdrawal to the Department of Procurement Management prior to award of the contract by the City Commission.

22. PROPOSER'S RESPONSIBILITY. Before submitting a response, 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.

23. 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.

24. 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.

24. INTENTIONALLY OMITTED.

25. ENVIRONMENTAL REGULATIONS. The City reserves the right to consider a proposer's history of citations and/or violations of environmental regulations in investigating a proposer's responsibility, and further reserves the right to declare a proposer not responsible if the history of violations warrant such determination in the opinion of the City. Proposer shall submit with its proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify the City immediately of notice of any citation or violation which proposer may receive after the proposal opening date and during the time of performance of any contract awarded to it.

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

27. 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 RFQ. Failure to do so will be at the Proposer's risk and may result in the Proposal being non-responsive.

28. 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.

29. COPYRIGHT, 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.

30. DEFAULT: Failure or refusal of the selected Proposer to execute a contract following approval of such contract by the City Commission, or untimely withdrawal of a response before such award is made and approved, may result in a claim for damages by the City and may be grounds for removing the Proposer from the City's vendor list.

31. 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.

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

33. NON-DISCRIMINATION. The Proposer certifies that it 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. In accordance with the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, Proposer shall prohibit (and cause hotel operator to prohibit) discrimination by reason of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, and age or disability in the sale, lease, use or occupancy of the Hotel Project or any portion thereof.

34. DEMONSTRATION OF COMPETENCY. 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, including:

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.

35. 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.

36. 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.

37. INTENTIONALLY OMITTED.

38. 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.

39. 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.

40. INDEMNIFICATION. The Proposer 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 Proposer 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.

41. 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.

42. 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.

43. OBSERVANCE OF LAWS. Proposers are expected to be familiar with, and comply with, all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the scope of services and/or project contemplated by this RFQ (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the Proposer will in no way relieve it from responsibility for compliance.

44. 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.

45. 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.

47. EXCEPTIONS TO RFQ. Proposers 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 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 RFQ to which Proposer took exception to (as said term and/or condition was originally set forth on the RFQ).

48. 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.

49. SUPPLEMENTAL INFORMATION. City reserves the right to request supplemental information from Proposers at any time during the RFQ solicitation process, unless otherwise stated herein.

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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 Prime Proposer and Prime 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 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.

2.2 Qualifications of Prime Proposer (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.

2.3 Qualifications of Prime Proposer's 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.

2.3.1 Prime Proposer's shall identify the Project Lead Designer that shall be in compliance with the minimum requirements on Appendix C, Section C1.

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

3.1 Submit detailed information on the approach and methodology of 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, stakeholder communications, and strategies for assuring project is implemented on time and within budget.

3.2 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).

3.3 Submit 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).

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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. The first step in the evaluation of proposals received 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 PROCUREMENT DEPARTMENT. 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.

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APPENDIX A

MIAMIBEACH

Response Certification, Questionnaire & Requirements Affidavit

RFQ No. 2015-245-KB
Architectural and Engineering Design Services for the Lincoln Road District

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
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/.

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 _____)
)
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

RFQ No. 2015-245-KB
Architectural and Engineering Design Services for the Lincoln Road District

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.

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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 **#2015-245-KB**
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

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APPENDIX C

MIAMIBEACH

Minimum Requirements & Specifications

RFQ No. 2015-245-KB
Architectural and Engineering Design Services for the Lincoln Road District

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
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. Determination of compliance with the minimum eligibility requirements is strictly at the sole discretion of the City of Miami Beach.

PRIME PROPOSER:

1. The Prime Proposer (Landscape Architecture/Architectural/Engineering Firm) shall be certified as "Architect Business" or hold a "Certificate of Authorization" by the State of Florida, Division of Business and Professional Regulations, as applicable.

LEAD DESIGNER:

2. The lead designer shall be a Landscape Architect, Architect or a Civil Engineer licensed by the State of Florida, Division of Business and Professional Regulations in their respective professional fields.

REQUIRED SIMILAR EXPERIENCE:

3. The Prime Proposer shall have completed construction documents for no less than three (3) similar projects within the last ten (10) years. Similar projects shall be interpreted to mean open air pedestrian district projects and pertaining infrastructure that include a combination of retail, restaurant, and entertainment and are no less than 100,000 square feet in size.
   Submittal Requirement: For each qualifying project, submit project name, project contact information (phone and email) and prime proposer's role in project.

C2. STATEMENT OF WORK REQUIRED.

The City issued a Request for Qualifications (RFQ) under RFQ 2014-050-SR to develop a master plan for the Lincoln Road District on May 2, 2014. The proposed area of development of that project encompassed Lincoln Road pedestrian retail area and adjacent Lincoln Lane North and Lincoln Lane South from Lennox Avenue (1000 Block) to Collins Avenue (300 Block). The proposed area of development extends near 16th Street along Drexel Avenue.

The goal of the RFQ was to contract with a qualified consultant to develop an iconic Master Plan taking into account the various uses of the Lincoln Road District. The Master Plan creates a blueprint that will place the Lincoln Road district on par with other marquis pedestrian/walkable destinations in major metropolitan cities in the world. The master planning process for Lincoln Road improvements is complete and funding is available to begin the design and construction phase of the project.

Work required under this RFQ must comply with the approved Master Plan and will include, at a minimum, the following amenities:

- Enhancement of pedestrian walkways and café zones.
- Modifications to the existing planters and water features.
- Landscape and Irrigation.
- Storm and sewer drainage.
- Lighting and signalization.
- Multipurpose areas at specified selected locations.
- Outdoor furniture and outdoor seating areas.

- Milling and resurfacing of pavement surfaces, including striping and pavement markings as needed.
- Crosswalk enhancements.
- Interactive visitor center with artistic gateway folly at Lincoln Road and Washington Avenue.
- Utility coordination, adjustments, and modifications.

The selected Consultant must be an Architect/Landscape Architect/Civil Engineer and shall provide as needed Architectural, Structural Engineering, Civil Engineering, MEP Engineering, Landscape Architecture, Traffic/Parking Studies and Engineering, Construction Cost Estimating, Surveying, and Geotechnical services for the Project. The work shall include, but not be limited to, conceptual drawings, surveying, geotechnical, design development, estimates of probable construction cost, construction documents, phasing and implementation plans, material selection and specifications, construction staging planning, scheduling, maintenance of traffic planning, 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 have defining documentation of what is authorized and approved. Documents may be developed in multiple packages based on project phasing schedule.

The selected Consultant shall perform all utility coordination, obtain permits, and advise of all fees associated with all site, utilities, etc. work, prepare presentation materials to illustrate the final design and participate in public outreach and regulatory agency review meetings.

The selected firm shall be tasked with, but not limited to, the following duties and responsibilities:

- Design Services:
  1. The purpose of this task is the preparation of contract documents for the Project, including but not limited to:
     - Drawings, specifications, and front-end documents in compliance with City standards and as reviewed and approved by the City.
     - Establish requirements with regards to constructability and value engineering reviews.
     - Preparation of Statements of Probable Construction Costs by the Consultant as defined by the American Association of Cost Engineers, at each phase of design.
     - Selected Consultant shall familiarize with the submittal and review processes for each of the agencies having jurisdiction, and shall schedule submittals so as to avoid any delays in the project.
     - Prepare submittal and obtain approval from Historic Preservation Board (HPB).
     - Incorporate revisions or comments to the contract documents based upon input received during the HPB meetings, submittal reviews, regulatory reviews, community meeting, or jurisdictional reviews.
     - Review contract documents with jurisdictional permitting agencies prior to finalization.

  2. The Consultant will be required to prepare construction and permit documents for the design and construction of the proposed amenities in compliance with the approved Master Plan for the Lincoln Road District. Submittals, consisting of plans, specifications, front end documents, calculations, and construction cost estimates shall be provide at 30%, 50%, 90%, and 100% completion for review and approval by the City.

  3. 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, including, but not limited to:

- Verify As-built records.
- Document existing conditions.
- Establish record drawings and pertaining information.

4. 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 at 30%, 50%, 90%, and 100% completion for review and approval by the City. Presentation formats for review submittals shall be prepared for submittal to the City's Historic Preservation Board (HPB) at 50% (Design Development Phase) completion stage or before, in order to meet HPB deadlines and meeting schedules. Contract documents shall be subject to Constructability and Value Engineering reviews by City and/or others.

5. The selected firm will strive to meet established project budgets at all phases of design, and if needed, will redesign and/or revise/adjust project scope as may be deemed necessary to meet established project budgets.

6. In addition, the selected firm shall attend and participate in community design presentation/review meetings and a pre-construction/kickoff meeting to review the design. 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.

7. 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.

- Bid and Award Services:

  1. The selected firm shall assist the City in the bidding and award of the project. Such assistance shall include attending pre-bid conference(s), assisting with the preparation of necessary contract addenda, attending bid opening(s) where applicable, and assisting with bid evaluations.

  2. The selected firm shall provide "As-Bid" documents for use during construction.

- Construction Administration Services:

  1. 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 preconstruction meeting(s), attendance at weekly construction/progress meetings, responding to contractor Request for Information (RFI), clarifications issuing required, responding to, and evaluating contractor requests for Change Orders (RCO), issuing contract amendments as-needed, review of shop drawings and submittals, review of record drawings, review and recommendation of contractor applications for payment, specialty site visits, project closeout reviews, including substantial completion, creation and tracking of final punch list, certification of final completion and acceptance, and warranty submittal reviews.

- Additional Services:

  1. 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.

- Reimbursable Services:

  1. The City may reimburse 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. 2015-245-KB
Architectural and Engineering Design Services for the Lincoln Road District

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

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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 architectural and engineering design services for the project pursuant to this RFQ are precluded from bidding/responding to the competitive solicitation for the construction phase 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.

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APPENDIX E

MIAMIBEACH

Insurance Requirements

RFQ No. 2015-245-KB
Architectural and Engineering Design Services for the Lincoln Road District

DRAFT

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
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, 1755 Meridian Avenue, 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

Standard Form 330

RFQ No. 2015-245-KB
Architectural and Engineering Design Services for the Lincoln Road District

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PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

APPENDIX G

MIAMIBEACH

Sample Contract

RFQ No. 2015-245-KB
Architectural and Engineering Design Services for the Lincoln Road District

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

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AGREEMENT BETWEEN

CITY OF MIAMI BEACH

AND

XXXXXXXXXXXXXXXXXXXXXXXXX

FOR

PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES

FOR THE

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Resolution No. _____

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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

DRAFT

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***

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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 "XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX" 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.

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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.

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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

DRAFT

DRAFT

SCHEDULE A

SCOPE OF SERVICES

DRAFT

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.**

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SCHEDULE C

HOURLY BILLING RATE SCHEDULE

DRAFT

SCHEDULE D

COSTRUCTION COST BUDGET

DRAFT

SCHEDULE E

PROJECT SCHEDULE

DRAFT

SCHEDULE F

GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

DRAFT

SCHEDULE G

INSURANCE REQUIREMENTS AND SWORN AFFIDAVITS.

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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.

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ORDINANCES

COMMISSION ITEM SUMMARY

Condensed Title:

Ordinance amendments to the land development regulations to consolidate and standardize the notification, rehearing and appeal procedures for all land use boards, including administrative appeals and quasi-judicial applications before the historic preservation board, board of adjustment, planning board, and design review board.

Key Intended Outcome Supported:

Streamline the Delivery of Services Through All Departments. Improve Building Development Related Processes From Single Family Residences To The Large Development Projects.

Supporting Data (Surveys, Environmental Scan, etc The City's efforts to meet residents' expectations in delivering services dropped from 67% in 2012 to 58% in 2014.

Item Summary/Recommendation:

SECOND READING – PUBLIC HEARING

The Consolidation and Standardization of Notification Procedures ordinance consolidates the various notice provisions contained in the Land Development Regulations, and the Rehearings and Appeals ordinance consolidates these procedures into one section of the City Code. This would also facilitate the implementation of the Energov and NOVUS Agenda software systems, which the City is currently configuring.

On October 7, 2015, the Land Use and Development Committee recommended approval of the proposed ordinance amendments.

On October 14, 2015, the City Commission accepted the recommendation of the Land Use and Development Committee via separate motion; and approved the subject Ordinance at First Reading, and scheduled a Second Reading Public Hearing for December 9, 2015.

The Administration recommends that the City Commission adopt the ordinances.

Advisory Board Recommendation:

On October 27, 2015, the Planning Board (vote 7-0) transmitted the attached proposals to the City Commission with a favorable recommendation (Planning Board File Nos. 2273 & 2276).

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 12-9-15

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: December 9, 2015 **SECOND READING – PUBLIC HEARING**

SUBJECT: **Consolidation and Standardizing of Notification Procedures Ordinance Rehearing and Appeal Procedures Ordinance**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, BY CREATING SECTION 118-8 ENTITLED "NOTICE PROCEDURES" AT CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES," IN ORDER TO CONSOLIDATE AND STANDARDIZE THE NOTICE PROVISIONS FROM THE VARIOUS SUBSECTIONS OF THE LAND DEVELOPMENT CODE IN ONE SECTION; AMENDING AND/OR STRIKING THE VARIOUS NOTICE PROVISIONS FROM ARTICLE II "BOARDS," DIVISION 5 "BOARD OF ADJUSTMENT" AT SECTION 118-134; ARTICLE IV "CONDITIONAL USE PROCEDURE" AT SECTION 118-193; ARTICLE VI "DESIGN REVIEW PROCEDURES" AT SECTION 118-254; ARTICLE X "HISTORIC PRESERVATION" DIVISION 3 "ISSUANCE OF CERTIFICATE OF APPROPRIATENESS/CERTIFICATE TO DIG/CERTIFICATE OF APPROPRIATENESS FOR DEMOLITION" AT SECTION 118-563; AND DIVISION 4 "DESIGNATION" AT SECTION 118-591; PROVIDING FOR REPEALER; SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, CONSOLIDATING AND STANDARDIZING THE REHEARING AND APPEAL PROCEDURES, INCLUDING ADMINISTRATIVE APPEALS AND QUASI-JUDICIAL APPLICATIONS BEFORE HISTORIC PRESERVATION BOARD, BOARD OF ADJUSTMENT, PLANNING BOARD, AND DESIGN REVIEW BOARD, BY AMENDING THE FOLLOWING SECTIONS: CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES," AT SECTION 118-9, ENTITLED "APPEAL AND REHEARING PROCEDURES"; AND AMENDING ARTICLE II "BOARDS" DIVISION 3 "DESIGN REVIEW BOARD" AT SECTION 118-71; DIVISION 5 "BOARD OF ADJUSTMENT" AT SECTIONS 118-134, 118-136, 118-137, 118-138; ARTICLE IV "CONDITIONAL USE PROCEDURE" AT SECTIONS 118-

193, AND 118-197; ARTICLE VI "DESIGN REVIEW PROCEDURES" AT SECTIONS 118-258, 118-260, 118-261, 118-262, 118-263; ARTICLE VIII "PROCEDURES FOR VARIANCES AND ADMINISTRATIVE APPEALS" AT SECTIONS 118-352 and 118-358; ARTICLE IX "NONCONFORMANCES" AT SECTIONS 118-395 AND 118-397; ARTICLE X "HISTORIC PRESERVATION"; DIVISION 2 "HISTORIC PRESERVATION BOARD REVIEW OF PROJECTS" AT SECTIONS 118-532, 118-536, AND 118-537; DIVISION 3 "ISSUANCE OF CERTIFICATE OF APPROPRIATENESS/CERTIFICATE TO DIG/CERTIFICATE OF APPROPRIATENESS FOR DEMOLITION" AT SECTIONS 118-563, 118-564, 118-565; DIVISION 5 "SINGLE-FAMILY AD VALOREM TAX EXEMPTION" AT SECTION 118-609; CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS" AT ARTICLE II "DISTRICT REGULATIONS," DIVISION 2 "RS-1,RS-2, RS-3, RS-4 SINGLE FAMILY RESIDENTIAL DISTRICTS AT SECTION 142-108 IN ORDER TO REMOVE ANY CONFLICTS WITH NEWLY CREATED SECTION 118-9; PROVIDING FOR REPEALER; SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission adopt the ordinances.

BACKGROUND

On June 10, 2015, at the request of Commissioner Deede Weithorn, the City Commission referred this item to both the Land Use and Development Committee and the Planning Board (Item C4F).

On October 7, 2015, the Land Use and Development Committee recommended approval of the proposed ordinance amendments.

ANALYSIS

The City of Miami Beach is in the process of updating the City's procedures and on-line capabilities through the use of Energov and NOVUS Agenda. These systems will allow for an online collaboration in processing board applications and creating agendas for all City Commission and quasi-judicial board meetings. As part of this initiative, City departments are in the process of configuring the workflows which include the type of notice needed for the type of application being heard – whether there is a public hearing notice requirement, whether mailed notice or posting is required, and the time tables for producing said notice.

Currently, the notice provisions for each board are located throughout the code, and are not easy to find. Often, the notice provision is subsumed within a larger ordinance, and differ from board to board making it very difficult for the general public to understand the type of notice they can expect. The administration is recommending that the various notice provisions contained in the Land Development Code be consolidated in one ordinance, in one section of the Code, and be uniform for the various land use board applications. This would also facilitate the implementation of the Energov and NOVUS Agenda software systems and ensure that staff does not err in providing proper notice.

The notice requirements have not changed in the proposed **Consolidation and Standardizing of Notification Procedures Ordinance**, with the exception of the inclusion of additional language regarding requirements for posting, as noted in the underlined section below:

118-8 Notice Procedures.

Applications requiring notice shall be noticed in accordance with the following provisions, unless otherwise more specifically provided for in these Land Development Regulations:

(a) *Advertisement.* At least 30 days prior to the public hearing date, a description of the request, and the date, time and place of such hearing shall be noticed in a newspaper of general circulation. Applicant shall pay advertisement fee as applicable.

(b) *Mail Notice.* At least 30 days prior to the public hearing date, a description of the request, and the date, time and place of such hearing shall be given by mail to the owners of record of land lying within 375 feet of property. Applicants shall submit all information and certifications necessary to meet this requirement, as determined by the department. Additionally, courtesy notice shall also be given to any state nonprofit community organization which has requested of the director in writing to be notified of board hearings. Applicant shall pay mailing fees as applicable.

(c) *Posting.* At least 30 days prior to the public hearing date, a description of the request, and the date, time and place of such hearing shall be posted on the property. <u>Such posting shall be a minimum dimension of 11 inches by 17 inches, and located in a visible location at the front of the property, and shall not be posted on a fence or wall that would be obstructed by the operation of a gate.</u> The applicant shall pay posting fee as applicable.

Similarly, the rehearing and appeal procedures are also scattered throughout the City Code, are difficult to find, and are inconsistent in listing the requirements for filing such an application. The proposed **Rehearing and Appeal Procedures Ordinance** has been organized as follows:

Sec. 118-9 – Rehearing and appeal procedures.
(a) Rehearings
- *(1) Decisions eligible for a rehearing*
- *(2) Eligible rehearing filing requirements*
  - *A. Timeframe to file.*
  - *B. Eligible parties*
  - *C. Application requirements.*
  - *D. Notice requirements.*
- *(3) <u>Outside Counsel to the Planning Department.</u>*
- *(4) Actions by the board.*
- *(5) Stay of work.*
- *(6) Tolling.*
- *(7) <u>Rehearings due to Bert J. Harris Claim.</u>*

(b) Administrative appeal procedures
- *(1) Decisions eligible for administrative appeals*
- *(2) Eligible appeal filing requirements:*

A. Timeframe to file:
B. Eligible parties
C. Application requirements.
D. Notice requirements.
(3) Outside Council to the Planning Department.
(4) Actions by the board.
(5) Stay of work and proceedings on appeal.
~~*(6) Tolling.*~~
(c) Appeals of land use board applications.
(1) Decisions ineligible for appeal except to circuit court
(2) Decisions eligible for appeal
(3) Eligible appeal filing requirements
A. Timeframe to file.
B. Eligible parties
C. Application requirements:
D. Notice requirements.
(4) Action.
(5) Stay of work and proceedings on appeal.
(6) Tolling during all appeals.

The substance of the regulations have not changed in the proposed ordinance, with the following noted exceptions:

1. Section 118-193. – Applications for conditional uses. Currently the timeframe to obtain a building permit for an adult congregate living facility is 12 months, and any the Planning Board may only approve an extension of time for up to three months. The Ordinance changes the timeframe to obtain a building permit to 18 months, and an additional 12 months for an extension of time, in order be consistent with all other conditional use applications. Also, an appeal of an extension of time for an ALF currently is required to go to the City Commission, and the proposed ordinance eliminates this provision; defaulting instead to the standard appeal procedures of a Planning Board application.

2. Section 118-537. – Rehearings and appeals. The proposed ordinance relocates this entire section into the newly incorporated Section 118-9. – Rehearing and appeal procedures.

3. To keep all appeals consistent as to timing, an appeal of an HPB administrative decision from 10 days to 15 days to be consistent with all other administrative appeals to the DRB.

4. Under the sections relating to hiring of outside counsel, language was added to include the ability to use another attorney from the City Attorney's office that would be independent from the attorney presiding over the Boards.

PLANNING BOARD REVIEW

On October 27, 2015, the Planning Board (vote 7-0) transmitted the attached proposals to the City Commission with a favorable recommendation (Planning Board File Nos. 2273 & 2276). The Planning Board also recommended the following:

1. That the **Rehearing and Appeal Procedures Ordinance** be revised to include the following:

    a. Section 118-9 (a)(1) was revised to clarify that rehearing's are not available for land use board action without a final order, which addresses issues with bifurcated applications.

    b. Section 118-9(b)(5) was clarified so that the provision relating to Stay of Work and Proceedings on Appeal under this section is for an administrative appeal only. Section 118-9(b)(5)(C) was deleted.

    c. Section 118-9(c)(6), 'Tolling', was moved to end of appeal of board orders, from administrative appeals.

2. That the **Consolidation and Standardizing of Notification Procedures Ordinance** be revised to include referring language in order to clearly reference the noticing requirements.

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.

UPDATE/SUMMARY

On October 14, 2015, the City Commission approved the subject ordinances at First Reading, and scheduled a Second Reading Public Hearing for December 9, 2015.

The recommendations of the Planning Board have been incorporated into the text of the ordinance for second reading. Additionally, for ease of reference, section titles have been added in all cases where a code section number is provided. Double underlining denotes added language from the ordinances reviewed by the City Commission at First Reading.

CONCLUSION

The Administration recommends that the City Commission adopt the ordinances.

JLM/SMT/TRM/MAB
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CONSOLIDATION AND STANDARDIZING OF NOTIFICATION PROCEDURES

ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, CREATING SECTION 118-8 ENTITLED "NOTICE PROCEDURES" AT CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES," IN ORDER TO CONSOLIDATE AND STANDARDIZE THE NOTICE PROVISIONS FROM THE VARIOUS SUBSECTIONS OF THE LAND DEVELOPMENT CODE IN ONE SECTION; AMENDING AND/OR STRIKING THE VARIOUS NOTICE PROVISIONS FROM ARTICLE II "BOARDS," DIVISION 5 "BOARD OF ADJUSTMENT" AT SECTION 118-134; ARTICLE IV "CONDITIONAL USE PROCEDURE" AT SECTION 118-193; ARTICLE VI "DESIGN REVIEW PROCEDURES" AT SECTION 118-254; ARTICLE X "HISTORIC PRESERVATION" DIVISION 3 "ISSUANCE OF CERTIFICATE OF APPROPRIATENESS/CERTIFICATE TO DIG/CERTIFICATE OF APPROPRIATENESS FOR DEMOLITION" AT SECTION 118-563; AND DIVISION 4 "DESIGNATION" AT SECTION 118-591; PROVIDING FOR REPEALER; SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach is in the process of updating the City's procedures and on-line capabilities through the use of Energov and NOVUS Agenda, which systems, will allow for an online collaboration in processing board applications and creating agendas for all City Commission and quasi-judicial board meetings; and

WHEREAS, as part of this initiative, City departments are in the process of configuring the workflows which include the type of notice need for the type of application being heard – whether there is a public hearing notice requirement, whether mailed notice or posting is required, and the time tables for producing said notice; and,

WHEREAS, currently, the notice provisions for each board are located throughout the code, and are not easy to find. Often, the notice provision is subsumed within a larger ordinance, and differ from board to board making it very difficult for the general public to understand the type of notice they can expect; and

WHEREAS, in an effort to foster transparency and facilitate ease of use, the City Planning Department has requested that the various notice provisions contained in the Land Development Code, for each type of application is consolidated in one ordinance, in one section of the Code, and be uniform for the various land use board applications; and

WHEREAS, consolidation would also facilitate the implementation of the Energov and NOVUS Agenda software systems and ensure that staff does not err in providing proper notice; and

WHEREAS, the notice requirements have not changed in the draft **Consolidation and Standardizing of Notification Procedures Ordinance**, with the exception of the inclusion of additional language regarding requirements for posting, which language ensures that the posting is clearly visible from the street; 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 118, "Administrative and Review Procedures", Article I "In General", Section 118-8 "Notice Procedures for Quasi-Judicial, Public Hearing Land Use Board Actions" hereby established as follows:

118-8 Notice Procedures For Quasi-Judicial, Public Hearing Quasi-Judicial Land Use Board Actions.

Quasi-judicial, public hearing, applications for land use board actions (Board of Adjustment, Design Review Board, Historic Preservation Board, and Planning Board) that require notice shall be noticed in accordance with the following provisions, unless otherwise more specifically provided for in these Land Development Regulations, and shall pay a fee pursuant to Section 118-7, and Appendix A:

(a) *Advertisement.* At least 30 days prior to the quasi-judicial, public hearing date, a description of the request, and the date, start time of the meeting and location of the hearing shall be noticed in a newspaper of general circulation. Applicant shall be required to pay all associated costs relating to the advertisement.

(b) *Mail Notice.* At least 30 days prior to the quasi-judicial, public hearing date, a description of the request, and the date, start time of the meeting, and location of the hearing shall be given by mail to the owners of record of land lying within 375 feet of the property subject to the application. Applicants shall submit all information and certifications necessary to meet this requirement, as determined by the department. Additionally, courtesy notice shall also be given to any Florida nonprofit community organization which has requested of the director in writing to be notified of board hearings. Applicant shall be required to pay all associated costs relating to the mailed notice.

(c) *Posting.* At least 30 days prior to the quasi-judicial, public hearing date, a description of the request, and the date, time and place of such hearing shall be posted on the property. Such posting shall be a minimum dimension of 11 inches by 17 inches, and located in a visible location at the front of the property, and shall not be posted on a fence or wall that would be obstructed by the operation of a gate. Applicant shall be required to pay all associated costs relating to the posting.

SECTION 2. That Chapter 118, "Administrative and Review Procedures", Article II "Boards", Division 5 "Board of Adjustment" at Sec. 118-134, "Applications", is hereby amended as follows:

Sec. 118-134. – Applications. ~~Notification of hearings.~~

Quasi-judicial public hearing applications shall be submitted to the planning department, which shall prepare a report and recommendation for consideration by the board of adjustment. ~~The board of adjustment shall not vary or modify any regulation or provision of these land development regulations or hear an appeal of an administrative decision until a public hearing has been held. At least 30 days prior to the public hearing date, a description of the request, and the date, time and place of such hearing shall be (i) posted on the property, (ii) advertised in a paper of general paid circulation in the community, and (iii) given by mail to the owners of record of land lying within 375 feet of the property. This mailed notification requirement shall be the responsibility of the applicant. Where the application is for an appeal of an administrative decision the preceding information shall be supplemented by an explanation of what is being appealed.~~

SECTION 3. That Chapter 118, "Administrative and Review Procedures", Article IV "Conditional Use Procedures," at Section 118-193, "Applications for conditional uses", is hereby amended as follows:

Sec. 118-193. - Applications for conditional uses.

Quasi-judicial, public hearing a~~A~~pplications for approval of a conditional use shall be submitted to the planning department, which shall prepare a report and recommendation for consideration by the planning board, and when required, by the city commission, and shall comply with the notice requirements in accordance with section 118-8. ~~Within a reasonable time, but in no instance less than 30 days after receipt of a completed application, the board shall hold a public hearing, at which parties in interest and citizens shall have an opportunity to be heard. At least 30 days prior to the public hearing date, a description of the request, and the date, time and place of such hearing shall be (i) posted on the property, (ii) advertised in a paper of general paid circulation in the community, and (iii) given by mail to the owners of record of land lying within 375 feet of the property. This mailed notification requirement shall be the responsibility of the applicant.~~

* * *

SECTION 4. That Chapter 118, "Administrative and Review Procedures", Article VI "Design Review Procedures" at Section 118-254, "Decision of design review board", is hereby amended as follows:

Sec. 118-254. - Decision of design review board.

(a) The design review board shall consider each application at a quasi-judicial, public hearing, at which the applicant and interested persons shall have an opportunity to express their opinions, present evidence and rebut all evidence presented. The planning department,

shall provide the applicant with advance notice of the hearing date and time, including a copy of the agenda and the recommendation of the planning department.

(b) Applications shall comply with the notice requirements in accordance with section 118-8. ~~At least 30 days prior to the public hearing date, a description of the request, and the date, time and place of such hearing shall be (i) posted on the property, (ii) advertised in a paper of general paid circulation in the community, and (iii) given by mail to the owners of record of land lying within 375 feet of property. The mail notification requirement shall be the responsibility of the applicant. Additionally, courtesy notice shall also be given to any state nonprofit community organization which has requested of the director in writing to be notified of board hearings. The board shall approve, approve with conditions or deny applications.~~

* * *

SECTION 5. That Chapter 118, "Administrative and Review Procedures", Article X "Historic Preservation", Division 3 " Issuance of Certificate of Appropriateness/Certificate to Dig/Certificate of Appropriateness for Demolition" at Section 118-563, "Review procedure", is hereby amended as follows:

Sec. 118-563. - Review procedure.

(a) All quasi-judicial public hearing applications involving demolition, new construction, alteration, rehabilitation, renovation, restoration or any other physical modification of any building, structure, improvement, significant landscape feature, public interior or site individually designated in accordance with sections 118-591, 118-592 and 118-593, or located within an historic district shall be placed on the next available agenda of the historic preservation board for its review and consideration after the date of receipt of a completed application.

~~(b) The board shall hold a public hearing regarding each application in accordance with the notice and hearing procedures set forth in subsection (c) of this section. The board shall approve, deny, approve with conditions or continue action on all applications for a certificate of appropriateness.~~

(c) All applications for a certificate of appropriateness for the demolition or partial demolition of any building, structure, improvement, significant landscape feature, public interior or site individually designated in accordance with sections 118-591, 118-592 and 118-593, or located within an historic district and all applications for a certificate of appropriateness for new building construction, alteration, rehabilitation, renovation, restoration or any other physical modification of any building, structure, improvement, significant landscape feature, public interior or site individually designated in accordance with sections 118-591, 118-592 and 118-593, or located within an historic district shall only be considered by the board following a public hearing, and shall comply with the notice requirements in accordance with section 118-8. ~~At least 30 days prior to the public hearing date, a description of the request with the date, time, and place of such hearing shall be (i) posted on the property, (ii) advertised in a paper of general paid circulation in the community, and (iii) be given by mail to the owners of record of land lying within 375 feet of the property. The mail notification requirement shall be the responsibility of the applicant.~~

(b) The historic preservation board shall decide, based upon the criteria set forth in subsection 118-564(f)(4), whether or not to issue a certificate of appropriateness for demolition. A

demolition permit shall not be issued until all of the following criteria are satisfied, except as permitted under subsection 118-564(f)(6):

* * *

SECTION 6. That Chapter 118, "Administrative and Review Procedures", Article X "Historic Preservation", Division 4, "Designation" at Section 118-591, "Historic designation procedure", is hereby amended as follows:

Sec. 118-591. - Historic designation procedure.

* * *

(f) Public hearing~~; notification~~. A quasi-judicial public hearing on a proposed historic preservation designation shall be conducted by the historic preservation board after the date a designation report has been filed, and shall comply with the notice requirements in accordance with section 118-8. ~~The property owners of record within 375 feet of the property proposed for designation shall be notified by mail of the public hearing at least 30 days in advance of the hearing. This notification requirement shall be the responsibility of the applicant.~~

(g) Designation procedures initiated by owners of single-family homes in single-family districts. Notwithstanding the above, the following shall apply to any request by property owners for the individual designation of their single-family homes as historic structures:

* * *

(2) Reserved. ~~Public notice requirements. At least 30 days prior to the public hearing date for the subject designation, a description of the request with the time and place of the public hearing, shall be advertised in a paper of general paid circulation in the community.~~

* * *

SECTION 7. 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 8. REPEALER.
All ordinances or part of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 9. SEVERABILITY.
If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 10. 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
11/19/15
Date

First Reading: October 14, 2015
Second Reading: December 9, 2015

Verified by:_____

Thomas R. Mooney, AICP
Planning Director

Underscore denotes new language
~~Strikethrough~~ denotes deleted language

[Sponsored by Commissioner Greico]

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Rehearing and Appeal Procedures

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, CONSOLIDATING AND STANDARDIZING THE REHEARING AND APPEAL PROCEDURES, INCLUDING ADMINISTRATIVE APPEALS AND QUASI-JUDICIAL APPLICATIONS BEFORE HISTORIC PRESERVATION BOARD, BOARD OF ADJUSTMENT, PLANNING BOARD, AND DESIGN REVIEW BOARD, BY CREATING THE FOLLOWING SECTION: CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES," AT SECTION 118-9, ENTITLED "APPEAL AND REHEARING PROCEDURES"; AND AMENDING ARTICLE II "BOARDS" DIVISION 3 "DESIGN REVIEW BOARD" AT SECTION 118-71; DIVISION 5 "BOARD OF ADJUSTMENT" AT SECTIONS 118-134, 118-136, 118-137, 118-138; ARTICLE IV "CONDITIONAL USE PROCEDURE" AT SECTIONS 118-193, AND 118-197; ARTICLE VI "DESIGN REVIEW PROCEDURES" AT SECTIONS 118-258, 118-260, 118-261, 118-262, 118-263; ARTICLE VIII "PROCEDURES FOR VARIANCES AND ADMINISTRATIVE APPEALS" AT SECTIONS 118-352 and 118-358; ARTICLE IX "NONCONFORMANCES" AT SECTIONS 118-395 AND 118-397; ARTICLE X "HISTORIC PRESERVATION"; DIVISION 2 "HISTORIC PRESERVATION BOARD REVIEW OF PROJECTS" AT SECTIONS 118-532, 118-536, AND 118-537; DIVISION 3 "ISSUANCE OF CERTIFICATE OF APPROPRIATENESS/CERTIFICATE TO DIG/CERTIFICATE OF APPROPRIATENESS FOR DEMOLITION" AT SECTIONS 118-563, 118-564, 118-565; DIVISION 5 "SINGLE-FAMILY AD VALOREM TAX EXEMPTION" AT SECTION 118-609; CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS" AT ARTICLE II "DISTRICT REGULATIONS," DIVISION 2 "RS-1,RS-2, RS-3, RS-4 SINGLE FAMILY RESIDENTIAL DISTRICTS AT SECTION 142-108 IN ORDER TO REMOVE ANY CONFLICTS WITH NEWLY CREATED SECTION 118-9; PROVIDING FOR REPEALER; SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE.

WHEREAS, The City of Miami Beach is in the process of updating the City's procedures and on-line capabilities through the use of Energov and NOVUS Agenda, which systems, will allow for an online collaboration in processing board applications and creating agendas for all city commission and quasi-judicial board meetings; and

WHEREAS, As part of this initiative, City departments are in the process of configuring the workflows which include the type of notice need for the type of application being heard – whether there is a public hearing notice requirement, whether mailed notice or posting is required, and the time tables for producing said notice; and

WHEREAS, the notice provisions for each board are located throughout the code, and are not easy to find, and the City is simultaneously proposing to amend Chapter 118 to create 118-8 to consolidate all notice procedures for land use boards in one, easy to read, and utilize section of the Code; and

WHEREAS, the City intends to follow the same process with notice for and process of appeal or rehearing of land use board quasi-judicial proceedings; and

WHEREAS, this consolidation would also facilitate the implementation of the Energov and NOVUS Agenda software systems and ensure that staff does not err in providing proper notice and provide applicants, as well as the public with an easier to understand appellate process; and

WHEREAS, these regulations will accomplish these goals and ensure that the public health, safety and welfare will be preserved.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

- **SECTION 1.** That Chapter 118 "Administration And Review Procedures," Article I "In General" at Section 118-9, "Rehearing and appeal procedures", is hereby established, as follows:

* * *

Sec. 118-9 ~~Reserved.~~ **Rehearing and appeal procedures.**

The following requirements shall apply to all rehearings and appeals by land development boards unless otherwise more specifically provided for in these land development regulations, and applicable fees and costs shall be paid to the City as required under section 118-7 and Appendix A to the City Code. As used herein, "land use board(s)" shall mean the board of adjustment, design review board, historic preservation board and planning board.

(a) Rehearings.

(1) The types of land use board decisions eligible for a rehearing are as follows:

A. Historic preservation board. historic preservation board order relating to the issuance of a Certificate of Appropriateness, dig or demolition. Bert J. Harris rehearing is separately addressed at subsection (a)(6), below.
B. Design review board, design review board final order relating to design review approval, only.
C. Except as delineated above, rehearings are not available for any other application, or for any other land use board action without a final order.
D. There shall only be allowed one rehearing for each final order arising from an application, although multiple persons may participate in or request the rehearing.

(2) Eligible rehearing applications shall be filed in accordance with the process as outlined in subsections A through D below:

A. Timeframe to file. A petition for rehearing shall be submitted to the planning director on or before the 15th day after the rendition of the board order. Rendition shall be the date upon which a signed written order is executed by the board's clerk.

B. Eligible parties. Parties eligible to file an application for rehearing are limited to:

(i) Original applicant(s)
(ii) The city manager on behalf of the city administration
(iii) An affected person, which for purposes of this section shall mean either a person owning property within 375 feet of the applicant's project reviewed by the board, or a person that appeared before the board (directly or represented by counsel), and whose appearance is confirmed in the record of the board's public hearing(s) for such project.
(iv) Miami Design Preservation League
(v) Dade Heritage Trust

C. Application requirements. The petition to the board shall be in a writing that contains all facts, law and argument, by or on behalf of an eligible party, and demonstrate the following:

(i) Newly discovered evidence which is likely to be relevant to the decision of the board, or
(ii) The board has overlooked or failed to consider something which renderers the decision issued erroneous.

D. Notice requirements. All land use board applications eligible to request a rehearing are subject to the same noticing requirements as an application for a public hearing, in accordance with section 118-8 *"Notice Procedures for Quasi-Judicial Land Use Board Actions, and for Administrative Decisions Requiring Notice"*. The rehearing applicant shall be responsible for all associated costs and fees.

(3) **Outside Counsel to the Planning Department.** In the event of a rehearing to the applicable land use board, the planning director may engage the services of an attorney, or utilize a separate, independent, attorney from the city attorney's office, for the purpose of representing the administrative officer and planning staff during the rehearing.

(4) **Actions by the applicable land use board.** After the rehearing request is heard, the applicable land use board may take the actions outlined in subsections (i) through (v) below:

(i) Rehear or not rehear a case,
(ii) If the decision is to rehear the application, the board may take additional testimony,
(iii) Reaffirm their previous decision,
(iv) Issue a new decision, and/or
(v) Reverse or modify the previous decision,

(5) **Stay of work.** A rehearing application to the applicable land use board stays all work on the premises and all proceedings in furtherance of the board action; however, nothing herein shall prevent the issuance of building permits or partial building permits necessary to prevent imminent peril to life, health or property, as determined by the building official.

(6) **Tolling.** See tolling provision under (c)(6).

(7) **Rehearings due to Bert J. Harris Claim.** A petition for rehearing pursuant to a Harris Act claim, the petition shall include the following documentation which shall be submitted no later than 15 days after the submission of the petition for rehearing:

A. A bona fide, valid appraisal supporting the claim of inordinate burden and demonstrating the loss, or expected loss, in fair market value to the real property as a result of the board's action;

B. All factual data described in subsection 118-564(c) *"Decisions on certificates of appropriateness"*; provided, however, in the event all or any portion of the factual data was available to the applicant prior to the conclusion of the public hearing before the historic preservation or joint design review board/historic preservation board and the applicant failed to furnish same to the board's staff as specified in subsection 118-564(c) *"Decisions on certificates of appropriateness"*, then, the board may, in its discretion, deny the applicant's request to introduce such factual data;

C. A report prepared by a licensed architect or engineer analyzing the financial implications of the requirements, conditions or restrictions imposed by the board on the property or development proposed by the applicant with respect to which the applicant is requesting a rehearing;

D. A report prepared by a licensed architect or engineer analyzing alternative uses for the real property, if any;

E. A report prepared by a licensed architect or engineer determining whether, as a result of the board action, the owner is permanently unable to attain the reasonable, investment-backed expectation for the existing use of the real property or a vested right to a specific use of the real property with respect to the real property as a whole, or that the property owner is left with existing or vested uses that are unreasonable; and

F. A report prepared by a licensed architect or engineer addressing the feasibility, or lack of feasibility, of effectuating the board's requirements, conditions or restrictions and the impact of same on the existing use of the real property or a vested right to a specific use of the real property.

(b) Administrative appeal procedures:

(1) Decisions eligible for administrative appeals:

G. Planning Board Conditional Use Applications. An eligible party may appeal a decision of the planning director to the planning board regarding a decision reached on a conditional use application.

H. Board of Adjustment administrative appeals.

(i) With the exception of those items expressly identified within this section for appeals of administrative decisions specifically delegated to the other land use boards, the board of adjustment shall have the power and duty to hear and decide appeals when it is alleged that there is error in any order, requirement, decision, or determination made by an administrative official in the enforcement of these land development regulations.

(ii) An administrative appeal pursuant to subsection 118-397(b) "Existence of a nonconforming building or use."

I. **Historic preservation board administrative appeals.** An eligible party may appeal a decision of the planning director regarding the following to the historic preservation board:

(i) An administrative appeal pursuant to subsection 118-563(d)(1) or (3), *"Review procedure."*
(ii) An administrative appeal pursuant to subsection 118-565 *"Special review procedure,"* or
(iii) An administrative appeal pursuant to section 118-609 *"Completion of work."*

J. **Design review board administrative appeals**. An eligible party may appeal a decision of the planning director regarding the following administrative determinations to the design board:

(i) An administrative appeal pursuant to subsection 118-395 *"Repair and/or rehabilitation of nonconforming buildings and uses,"*
(ii) An administrative appeal pursuant to subsection 118-260 *"Special review procedure,"* or
(iii) An administrative appeal pursuant to subsection 142-108 *"Provisions for the demolition of single-family homes located outside of historic districts."*

(2) Eligible administrative appeals shall be filed in accordance with the process as outlined in subsections A through D below:

A. **Timeframe to file**:
(i) Planning board. A petition for an administrative appeal shall be submitted to the planning director published a decision on the conditional use application on or within 15 days after the date on which the director or designee published a decision reached on a Conditional Use application. For this section of the code, published shall mean the ruling being released, in writing, and distributed by the planning director, or his designee.

(ii) Board of adjustment. A petition for an administrative appeal shall be submitted to the planning director on or before the 30th day after the date of the publication of a refusal of a permit by, notice of violation, ruling, decision or determination of, the building official or other administrative official.

(iii) Historic preservation board. A petition for an administrative appeal shall be submitted to the planning director on or before the 15th day after the date on which the director or designee published a decision on applications submitted pursuant to subsection 118-563(d)(1) *"Review procedure,"* pertaining to ground level additions to existing structures, and subsection 118-563(d)(3) *"Review procedure,"* pertaining to façade and building restoration.

(iv) Design review board. Administrative appeals shall be submitted to the planning director on or before the 15th day after the date on which the decision is published pursuant to either subsections 118-395 *"Repair and/or rehabilitation of nonconforming buildings and uses,"* or 142-108 *"Provisions for the demolition of single-family homes located outside of historic districts."*

B. **Eligible parties.** Parties eligible to file an application for an administrative appeal are limited to the following:

(i) Original applicant / property owner

(ii) The city manager on behalf of the city administration, except for administrative appeals pursuant to sections 118-260 *"Special review procedure,"* 118-395 *"Repair and/or rehabilitation of nonconforming buildings and uses,"* 118-609 *"Completion of work,"* and 142-108 *"Provisions for the demolition of single-family homes located outside of historic districts".*

(iii) An affected person, which for purposes of this section shall mean a person owning property within 375 feet of the site or application which is the subject of the administrative appeal, except for administrative appeals pursuant to sections 118-260 *"Special review procedure,"* 118-395 *"Repair and/or rehabilitation of nonconforming buildings and uses,"* 118-609 *"Completion of work,"* and 118-260 *"Special review procedure."*

(iv) Miami Design Preservation League, except for administrative appeals pursuant to sections 118-260 *"Special review procedure,"* 118-395 *"Repair and/or rehabilitation of nonconforming buildings and uses,"* 118-260 *"Special review procedure,"* 118-609 *"Completion of work,"* and 142-108 *"Provisions for the demolition of single-family homes located outside of historic districts."*

(v) Dade Heritage Trust, except for administrative appeals pursuant to sections 118-260 *"Special review procedure,"* 118-395 *"Repair and/or rehabilitation of nonconforming buildings and uses,"* 118-260 *"Special review procedure,"* 118-609 *"Completion of work,"* and 142-108 *"Provisions for the demolition of single-family homes located outside of historic districts."*

C. **Application requirements.** The following shall be required for all applications for administrative appeals:

(i) The petition to the board shall be in writing; and

(ii) Shall be submitted by or on behalf of an eligible party; and

(iii) shall set forth the factual, technical, architectural, historic and legal bases for the appeal; and

(iv) The party filing the appeal shall be responsible for providing all plans and exhibits, subject to planning department procedures, as well as the duplication of all pertinent plans and exhibits.

D. **Notice requirements.** All land use board applications eligible to request an appeal are subject to the same noticing requirements as an application for a public hearing, in accordance with section 118-8 *"Notice Procedures for Quasi-Judicial Land Use*

Board Actions, and for Administrative Decisions Requiring Notice." The hearing applicant shall be responsible for all associated costs and fees.

(3) **Outside Counsel to the Planning Department.** In the event of an administrative appeal to the applicable land use board, the planning director may engage the services of an attorney, or utilize a separate, independent, attorney from the city attorney's office, for the purpose of representing the administrative officer who made the decision that is the subject of the appeal.

(4) **Board Decisions on Administrative Appeals.** The applicable land use board may, upon appeal, reverse or affirm, wholly or partly, the order, requirement, decision, or determination, and to that end shall have all the powers of the officer from whom the appeal is taken. The concurring vote of five members of the applicable land use board shall be necessary to reverse any order, requirement, decision, or determination of any such administrative official or to decide in favor of the applicant on any matter upon which the applicable land use board is required to pass under these land development regulations.

No permit shall be issued for work prior to expiration of the appeal period or final disposition of any appeal.

(5) **Stay of Work and Proceedings on Appeal.** An administrative appeal to the applicable board stays all work on the premises and all proceedings in furtherance of the action appealed from, unless one of the exceptions below applies:

A. The official from whom the appeal was taken shall certify to the applicable land use board that, by reason of facts stated in the certificate, a stay would cause imminent peril to life or property. In such a case, proceedings or work shall not be stayed except by a restraining order, which may be granted by the board or by a court of competent jurisdiction, upon application, with notice to the officer from whom the appeal is taken and for good cause shown; or

B. If the appeal arises from an application for a quasi-judicial public hearing before a land use board, the hearing before the board to which application was made may proceed, provided any approval does not vest. The final order shall contain appropriate conditions to stay its effectiveness until the final resolution of all administrative and court proceedings. No building permit, or certificate of occupancy, or business tax receipt, dependent upon such hearing approval, shall be issued until the final resolution of all administrative and court proceedings as certified by the city attorney. The applicant for such land use board hearing shall hold the city harmless and agree to indemnify the city from any liability or loss resulting from such proceedings. Notice of the final resolution of administrative and court proceedings shall be provided as required for notice of hearings under these land development regulations.

(c) **Appeals of land use board applications.**

(1) Decisions of the following shall be final, and there shall be no further review thereof except by resort to a court of competent jurisdiction by petition for writ of certiorari:

A. Planning board.
B. Board of adjustment.
C. Design review board, with respect to variance decisions and administrative appeals, only.
D. Historic preservation board, with respect to variance decisions and administrative appeals, only.
E. Historic preservation special master.

(2) Decisions from the following may be appealed as noted:
A. Historic preservation board.
(i) Any applicant requesting an appeal of an approved application from the historic preservation board (for a Certificate of Appropriateness only) shall be made to the historic preservation special master, except that a land use board order granting or denying a request for rehearing shall not be reviewed by the Historic preservation special master.
(ii) The historic preservation special master shall meet the following requirements:
a. Historic preservation special master qualifications. Historic preservation special masters appointed to hear appeals pursuant to this subsection shall be attorneys who are members in good standing of the Florida Bar and have expertise in the area of historic preservation.
b. Historic preservation special master terms. Historic preservation special masters shall serve terms of three years, provided however, that they may be removed without cause upon a majority vote of the city commission. Compensation for historic preservation special masters shall be determined by the city commission.

B. Design review board. Any applicant requesting an appeal of an approved application from the design review board (for design review approval only) shall be made to the city commission, except that orders granting or denying a request for rehearing shall not be reviewed by the city commission.

(3) Eligible appeals of the design review board or historic preservation board shall be filed in accordance with the process as outlined in subsections (a) through (d) below:

A. **Timeframe to file**. A petition for an appeal shall be submitted to city clerk on or before the 20th day after the rendition of the board order. Rendition shall be the date upon which a signed written order is executed by the board's clerk.

B. **Eligible parties** to file an application for an appeal are limited to the following:
(i) Original applicant
(ii) The city manager on behalf of the city administration
(iii) An affected person, which for purposes of this section shall mean either a person owning property within 375 feet of the applicant's project reviewed by the board, or a person that appeared before the board (directly or represented by counsel), and whose appearance is confirmed in the record of the board's public hearing(s) for such project.
(iv) Miami Design Preservation League
(v) Dade Heritage Trust

C. **Application requirements:**

(i) The appeal shall be in writing, and include all record evidence, facts, law and arguments necessary for the appeal (this appellate document shall be called the "brief"); and

(ii) shall include all applicable fees, as provided in appendix A; and

(iii) shall be by or on behalf of a named appellant(s); and

(iv) shall state the factual bases and legal argument in support of the appeal; and

(v) a full verbatim transcript of all proceedings which are the subject of the appeal shall be provided by the party filing the petition, along with a written statement identifying those specific portions of the transcript upon which the party filing it will rely for purposes of the appeal. The verbatim transcript and written statement shall be filed no later than two weeks prior to the first scheduled public hearing to consider the appeal.

D. **Notice requirements.** All applications for an appeal of the design review board or historic preservation board are subject to the same noticing requirements as an application for a public hearing, in accordance with section 118-8 *"Notice Procedures for Quasi-Judicial Land Use Board Actions, and for Administrative Decisions Requiring Notice."* The appeal applicant shall be responsible for all associated costs and fees.

(4) **Action**. In order to reverse, amend, modify, or remand amendment, modification, or rehearing the decision of the board, the city commission (for design review board appeals), and the historic preservation special master (for historic preservation board appeals of Certificates of Appropriateness, Dig or Demolition), shall find that the board did not comply with any of the following:

(i) Provide procedural due process;

(ii) Observe essential requirements of law; and

(iii) Based its decision upon substantial competent evidence.

The decision on the appeal shall be set forth in writing, and shall be promptly mailed to all parties to the appeal. In order to reverse, or remand, a five-sevenths vote of the city commission is required for appeals of the design review board to the city commission.

(5) **Stay of work and proceedings on appeal.** An appeal of a board order stays all work on the premises and all proceedings in furtherance of the action appealed from, unless one of the exceptions below applies:

(i) A stay would cause imminent peril to life or property. In such a case, proceedings or work shall not be stayed except by a restraining order, which may be granted by the board or by a court of competent jurisdiction, upon application for good cause shown; or

(ii) If the appeal arises from an application for development review board hearing or other approval requiring a hearing before a land use board, the final order shall contain appropriate conditions to stay its effectiveness until the final resolution of all administrative and court proceedings. No building permit, or certificate of occupancy, or business tax receipt, dependent upon such hearing approval, shall be issued until the final resolution of all administrative and court proceedings as certified by the city attorney. The applicant for such land use board hearing shall hold the city harmless and agree to indemnify the city from any liability or loss resulting from such proceedings. Notice of the final resolution of administrative

and court proceedings shall be provided as required for notice of hearings under these land development regulations. Notwithstanding the foregoing, an appeal to the board or court, or other challenge to an administrative official's decision, shall neither stay the issuance of any building permit, full building permit or phased building permit nor stay the running of the required time period set by board order or these land development regulations to obtain a full building permit or phased building permit.

(6) **Tolling during all appeals**. Notwithstanding the provisions of Section 118-193(2) *"Applications for conditional uses,"* 118-258(c) *"Building permit application,"* 118-532(f) *"Proceedings before the historic preservation board,"* or 118-564(11) "Decisions on certificates of appropriateness," in the event the original decision (board order) of the applicable board, is timely appealed, the applicant shall have 18 months, or such lesser time as may be specified by the board, from the date of final resolution of all administrative and/or court proceedings to obtain a full building permit, a certificate of occupancy, a certificate of use or a certificate of completion, whichever occurs first. This tolling provision shall only be applicable to the original approval of the board and shall not apply to any subsequent requests for revisions or requests for extensions of time.

Section 2. That Chapter 118, "Administration And Review Procedures," Article II "Boards", Division 3 "Design Review Board, at Section 118-71, "Powers and Duties", is hereby amended, as follows:

Sec. 118-71. - Powers and duties.

The design review board shall have the following powers and duties:

* * *

(5) To hear and decide appeals of the planning director ~~when deciding matters pursuant to section 118-260.~~

* * *

SECTION 3. That Chapter 118, "Administration And Review Procedures," Article II "Boards," Division 5 "Board of Adjustment" at Section 118-134, "Notification of hearings", is hereby amended, as follows:

Sec. 118-134. – Reserved. ~~Notification of hearings.~~

~~The board of adjustment shall not vary or modify any regulation or provision of these land development regulations or hear an appeal of an administrative decision until a public hearing has been held, At least 30 days prior to the public hearing date, a description of the request, and the date, time and place of such hearing shall be (i) posted on the property, (ii) advertised in a paper of general paid circulation in the community, and (iii) given by mail to the owners of record of land lying within 375 feet of the property. This mailed notification requirement shall be the responsibility of the applicant. Where the application is for an appeal of an administrative decision the preceding information shall be supplemented by an explanation of what is being appealed.~~

SECTION 4. That Chapter 118, "Administration And Review Procedures," Article II "Boards," Division 5 "Board of Adjustment," at Section 118-136, "Powers and duties", is hereby amended, as follows:

Sec. 118-136. - Powers and duties.

(a) The board of adjustment shall have the following powers and duties:

(1) To hear and decide appeals pursuant to the procedural requirements of Section 118-9. ~~when it is alleged that there is error in any order, requirement, decision, or determination made by an administrative official in the enforcement of these land development regulations with the exception of appeals pursuant to section 118-197 and section 118-262. In the event of an administrative appeal to the board of adjustment, the planning director may engage the services of an attorney for the purpose of representing the administrative officer who made the decision that is the subject of the appeal.~~

~~In exercising this power, the board of adjustment, may upon appeal, reverse or affirm, wholly or partly, the order, requirement, decision, or determination, and to that end shall have all the powers of the officer from whom the appeal is taken. The concurring vote of five members of the board shall be necessary to reverse any order, requirement, decision, or determination of any such administrative official or to decide in favor of the applicant on any matter upon which the board is required to pass under these land development regulations.~~

* * *

(b) The board of adjustment shall serve as the city's floodplain management board in reviewing applications for properties within its jurisdiction and shall have the authority to exercise all powers and perform all duties assigned to such board pursuant to section 54-31 et seq. and Resolution No. 93-20698, and in accordance with the procedures set forth therein as such ordinance and resolution may be amended from time to time. For the purposes of determining jurisdiction, the criteria in section 118-351(a) shall be utilized.

SECTION 5. That Chapter 118, "Administration And Review Procedures," Article II "Boards," Division 5 "Board of Adjustment," at Section 118-137, "Stay of work and proceedings on appeal", is hereby amended, as follows:

Sec. 118-137. Reserved. ~~**Stay of work and proceedings on appeal.**~~

~~(1) An appeal to the board of adjustment stays all work on the premises and all proceedings in furtherance of the action appealed from, unless one of the exceptions in subsection (2) applies.~~

~~(2) Exceptions.~~

~~(a) The official from whom the appeal was taken shall certify to the board of adjustment that, by reason of facts stated in the certificate, a stay would cause imminent peril to life or property. In such a case, proceedings or work shall not be stayed except by a restraining order, which may be granted by the board of adjustment or by a court of competent jurisdiction, upon application, with notice to the officer from whom the appeal is taken and for good cause shown; or~~

~~(b) If the appeal arises from an application for development review board hearing or other approval requiring a hearing before a land use board, the hearing before the board to which application was made may proceed, provided any approval does not vest. The final order shall contain appropriate conditions to stay its effectiveness until the final resolution of all administrative and court proceedings. No building permit, or certificate of occupancy, or business tax receipt, dependent upon such hearing approval, shall be issued until the final resolution of all administrative and court proceedings as certified by the city attorney. The applicant for such land use board hearing shall hold the city harmless and agree to indemnify the city from any liability or loss resulting from such proceedings. Notice of the final resolution of administrative and court proceedings shall be provided as required for notice of hearings under these land development regulations.~~

~~(3) Notwithstanding the foregoing, an appeal to the board of adjustment or court, or other challenge to an administrative official's decision, shall neither stay the issuance of any building permit, full building permit or phased building permit nor stay the running of the required time period set by board order or these land development regulations to obtain a full building permit or phased building permit.~~

SECTION 6. That Chapter 118, "Administration And Review Procedures," Article II "Boards," Division 5 "Board of Adjustment," at Section 118-138, "Appeal of board of adjustment's decision", is hereby amended, as follows:

Sec. 118-138. Reserved. ~~- Appeal of board of adjustment's decision.~~

~~The decision of the board of adjustment shall be final and there shall be no further review thereof except by resort to a court of competent jurisdiction by petition for writ of certiorari.~~

SECTION 7. That Chapter 118, "Administration And Review Procedures," Article IV "Conditional Use Procedures," at Section 118-193, "Applications for conditional uses", is hereby amended, as follows:

Sec. 118-193. - Applications for conditional uses.

Applications for approval of a conditional use shall be submitted to the planning department, which shall prepare a report and recommendation for consideration by the planning board, and when required, by the city commission.

(1) Site plan required. Each application for a conditional use permit shall be accompanied by a site plan meeting the requirements of section 118-1, and such other information as may be required for a determination of the nature of the proposed use and its effect on the comprehensive plan, the neighborhood and surrounding properties.

(2) Expiration of Orders of Planning Board ~~Time limitations~~.

a. An applicant shall have up to 18 months, or such lesser time as may be specified by the board, from the date of the board meeting at which a conditional use was granted to obtain a full building permit, a certificate of occupancy, a certificate of use or a certificate of completion, whichever occurs first. The foregoing 18-month time period, or lesser time period, includes the time period during which an appeal

of the decision of the planning board may be filed. If the applicant fails to obtain a full building permit within 18 months, or such lesser time period as is specified, of the board meeting date at which a conditional use was granted and/or construction does not commence and proceed in accordance with said permit and the requirements of the applicable Florida Building Code, the conditional use shall be deemed null and void. Extensions for good cause, not to exceed a total of one year for all extensions, may be granted by the planning board, provided the applicant submits a request in writing to the planning and zoning director no later than 90 calendar days after the expiration of the original approval, showing good cause for such an extension. At the discretion of the planning director, an applicant may have up to 30 days (not to extend beyond 30 months from the date of original approval) to complete the building permit review process and obtain a full building permit, provided that within the time provided by the board to obtain a full building permit a valid full building permit application and plans have been filed with the building department, a building permit process number has been issued and the planning department has reviewed the plans and provided initial comments. ~~Notwithstanding the foregoing, in the event the original decision of the planning board, with respect to a conditional use request, is timely appealed, the applicant shall have 18 months, or such lesser time as may be specified by the board, from the date of final resolution of all administrative and/or court proceedings to obtain a full building permit, a certificate of occupancy, a certificate of use or a certificate of completion, whichever occurs first. This tolling provision shall only be applicable to the original approval of the board and shall not apply to any subsequent requests for revisions or requests for extensions of time.~~

Please refer to 118-9 relating to appealed orders, and tolling.

~~b. Time limitations for adult congregate living facilities:~~

~~1. Approval of an a adult congregate living facility under the conditional use procedures shall become null and void if a building permit has not been issued within one year after the date of approval. Such conditional use shall become null and void if a certificate of occupancy, certificate of completion or an occupational license is not issued within one year after the building permit is issued.~~

~~2. When extenuating circumstances or compelling reasons prevent the applicant from complying with conditions of approval within the above stated time periods, the applicant may submit a request to the planning board which may approve one extension of time of up to three months to obtain a building permit, or one extension of time of up to six months to complete all construction work and obtain a certificate of occupancy, certificate of completion or occupational license.~~

~~3. The public notice requirements shall be satisfied by placing the request on the board's agenda. Appeal of the board's decision shall be to the city commission. A five-sevenths vote of the commission shall be required to overrule a decision of the planning board relating to an extension of time requested. The appeal shall be filed within 30 days of the date on which the board's decision is reached.~~

* * *

SECTION 8. That Chapter 118, "Administration And Review Procedures," Article IV "Conditional Use Procedures," at Section 118-197, "Review of conditional use decisions", is hereby amended, as follows:

Sec. 118-197. – Reserved. ~~Review of conditional use decisions.~~

~~(a) An applicant may appeal a decision of the planning and zoning director to the planning board within 15 days of the date on which the director reached a decision on the conditional use application. The appeal shall be placed on the planning board agenda within 45 days of receipt of the appeal.~~

~~(b) In order to reverse, amend, or modify a conditional use decision of the planning and zoning director, the board shall find that the director did not do one of the following:~~

~~(1) Provide procedural due process;~~

~~(2) Observe essential requirements of law; or~~

~~(3) Base his/her decision upon substantial competent evidence.~~

~~The board shall issue a written order setting forth its decision, which shall be promptly mailed to all parties to the appeal.~~

~~(c) An applicant, the city manager, on behalf of the administration, the owner of property located within 375 feet of the subject property, and in the case of a historic site or property located within a historic district, Miami Design Preservation League and Dade Heritage Trust may seek review of a conditional use decision of the planning board. Review of a conditional use decision of the planning board shall be to a court of competent jurisdiction by petition for writ of certiorari.~~

~~(d) Any review stays all work on the premises and all proceedings including a request for a building permit, certificate of completion or occupational license.~~

SECTION 9. That Chapter 118, "Administration And Review Procedures," Article VI "Design Review Board Procedures," at Section 118-258, "Building permit application", is hereby amended, as follows:

Sec. 118-258. - Building permit application.

* * *

(c) Expiration of orders of the Design Review Board. No building permit, full building permit or phased development permit shall be issued for any plan subject to design review except in conformity with the approved plans. The applicant shall have up to 18 months, or such lesser time as may be specified by the board, from the date of the board meeting at which design review approval was granted to obtain a full building permit or a phased development permit. The foregoing 18-month time period includes the ~~20-day~~ time period during which an appeal of the decision of the design review board may be filed, pursuant to the requirements of Section 118-9. If the applicant fails to obtain a full building permit or a phased development permit within 18 months, or such lesser time as may be specified by the board, of the board meeting date at which design review approval was granted, and/or construction does not commence and proceed in accordance with said permit and the requirements of the applicable Florida Building Code, all staff and board approvals shall be

deemed null and void. Extensions for good cause, not to exceed a total of one year for all extensions, may be granted by the board, at its sole discretion, provided the applicant submits a request in writing to the planning director no later than 90 calendar days after the expiration of the original approval, showing good cause for such an extension. At the discretion of the planning director, an applicant may have up to 30 days (not to extend beyond 30 months from the date of original approval) to complete the building permit review process and obtain a full building permit, provided that within the time provided by the board to obtain a full building permit a valid full building permit application and plans have been filed with the building department, a building permit process number has been issued and the planning department has reviewed the plans and provided initial comments. ~~Notwithstanding the foregoing, in the event the original decision of the design review board is timely appealed, or there is an appeal of an approval from the board of adjustment and/or the planning board that is a requirement of the original decision of the design review board, and such appeal is filed within 20 days of the decision of the board of adjustment and/or the planning board, the applicant shall have 18 months, or such lesser time as may be specified by the design review board, from the date of final resolution of all administrative and/or court proceedings to obtain a full building permit or phased development permit. This tolling provision shall only be applicable to the original approval of the board and shall not apply to any subsequent requests for revisions or requests for extensions of time.~~

Please refer to 118-9 relating to appealed orders, and tolling.

* * *

SECTION 10. That Chapter 118, "Administration And Review Procedures," Article VI "Design Review Board Procedures," at Section 118-260, "Special review procedure", is hereby amended, as follows:

Sec. 118-260. – Administrative Review Procedures~~Special review procedure~~.

(a) The planning director or designated representative, shall have the authority to approve, approve with conditions or deny an application on behalf of the board, for the following:

(1) Ground level additions to existing structures, not to exceed two stories in height, which are not substantially visible from the public right-of-way, any waterfront or public park. For those lots which are greater than 10,000 square feet, the floor area of the proposed addition may not exceed ten percent of the floor area of the existing structure or primary lot, whichever is less, with a maximum total floor area not to exceed 5,000 square feet.

(2) Replacement of windows, doors, storefront frames and windows, or the approval of awnings, canopies, exterior surface colors, storm shutters and signs.

(3) Facade and building alterations, renovations and restorations which are minor in nature.

(4) Minor demolition and alterations to address accessibility, life safety, mechanical and other applicable code requirements.

(5) Minor demolition and alterations to rear and secondary facades to accommodate utilities, refuse disposal and storage.

(6) Minor work associated with the public interiors of buildings and those interior portions of commercial structures which front a street or sidewalk.

(7) Minor work involving public improvements upon public rights-of-way and easements.

(8) Minor work which is associated with rehabilitations and additions to existing buildings, or the construction, repair, or rehabilitation of new or existing walls, at-grade parking lots, fences.

The director's decision shall be based upon the criteria listed in this article. The applicant may appeal a decision of the planning director to the design review board, pursuant to the procedural requirements of Section 118-9. ~~pursuant to all application and notice requirements. The applicant shall be responsible for providing and effectuating all noticing requirements, according to planning department procedures, as well as the duplication of all pertinent plans and exhibits for distribution to the board.~~

SECTION 11. That Chapter 118, "Administration And Review Procedures," Article VI "Design Review Board Procedures," at Section 118-261, "Rehearings", is hereby amended, as follows:

Sec. 118-261. Reserved. ~~**Rehearings.**~~

~~The design review board may hear a petition for rehearing by any person identified in section 118-262. The board may rehear a case, take additional testimony and either reaffirm their previous decision or issue a new decision reversing or modifying their previous decision. The petition for rehearing must demonstrate to the board that (i) there is newly discovered evidence which will probably change the result if a rehearing is granted, or (ii) the board has overlooked or failed to consider something which renders the decision issued erroneous. A petition for rehearing must be filed on or before the fifteenth day after the date of rendition of the board's order. For purposes of this article, the "date of rendition" shall be the date upon which a signed, written order is filed with the board's clerk, and an order shall be deemed "filed" when a fully executed order is returned to, and is in the possession of, the clerk. An order will issue on any petition for rehearing. Notice of the rehearing shall be according to section 118-254 herein and shall be the responsibility of the person requesting the rehearing.~~

SECTION 12. That Chapter 118, "Administration And Review Procedures," Article VI "Design Review Board Procedures," at Section 118-262, "Review of design review decisions", is hereby amended, as follows:

Sec. 118-262. Reserved. ~~**Review of design review decisions.**~~

~~(a) The applicant, or the city manager on behalf of the city administration, or an affected person, Miami Design Preservation League or Dade Heritage Trust may seek review of any order of the design review board by the city commission, except that orders granting or denying a request for rehearing shall not be reviewed by the commission. For purposes of this section, "affected person" shall mean either (i) a person owning property within 375 feet of the applicant's project reviewed by the board, or (ii) a person that appeared before the design review board (directly or represented by counsel), and whose appearance is confirmed in the record of the design review board's public hearing(s) for such project. The review shall be based on the record of the hearing before the design review board, shall not be a de novo hearing, and no new, additional testimony shall be taken. The request shall be in writing, include all applicable fees, shall be by or on behalf of a named appellant(s), shall state the factual bases and legal argument in support of the appeal, and shall be submitted to the city clerk on or before the 20th day after the date of rendition of the board's order. However, in the event that a petition for rehearing is filed pursuant to section 118-~~

~~261, the time for filing a request shall be on or before the 20th day after the date of rendition of the board's order on the petition. Upon receipt of the request, the city clerk shall place the request for review on the city commission agenda. The city commission shall set a date and time for a hearing. Notice of the review shall be according to section 118-254, except that there shall be no requirement for mailed notification regarding the subject review. A full verbatim transcript of all proceedings which are the subject of the appeal shall be provided by the party filing the petition, along with a written statement identifying those specific portions of the transcript upon which the party filing it will rely for purposes of the appeal. The verbatim transcript and written statement, or if represented by legal counsel, appropriate legal briefs, shall be filed no later than two weeks prior to the first scheduled public hearing to consider the appeal.~~

~~(b) In order to reverse, or remand for amendment, modification or rehearing, any decision of the design review board, the city commission shall find that the design review board did not do one of the following:~~

~~(1) Provide procedural due process;~~

~~(2) Observe essential requirements of law; or~~

~~(3) Base its decision upon substantial competent evidence.~~

~~In order to reverse, or remand a five-sevenths vote of the city commission is required. The city commission's decision shall be set forth in a written order which shall be promptly mailed to all parties to the review.~~

~~(c) Appeal from a decision of the city commission shall be to a court of competent jurisdiction by petition for writ of certiorari in accordance with the Florida Rules of Appellate Procedure.~~

SECTION 13. That Chapter 118, "Administration And Review Procedures," Article VI "Design Review Board Procedures, "at Section 118-263, "Stay during rehearings/reviews/appeals", is hereby amended, as follows:

Sec. 118-263. Reserved ~~- Stay during rehearings/reviews/appeals.~~

~~(a) The filing of a request for rehearing pursuant to section 118-261 or for review pursuant to section 118-262 and/or the initiation of court proceedings challenging or appealing a design review board decision pertaining to a project shall stay the issuance of any full building permit or phased development permit and the running of the required time period to obtain a full building permit or phased development permit for the project in question until the final resolution of all administrative and/or court proceedings.~~

~~(b) Notwithstanding subsection (a) of this section, nothing herein shall prevent the issuance of building permits or partial building permits necessary to prevent imminent peril to life, health or property, as determined by the building official.~~

SECTION 14. That Chapter 118, "Administration And Review Procedures," Article VII "Procedures for Variances," at Section 118-352, "Procedure", is hereby amended, as follows:

Sec. 118-352. – Reserved. ~~Procedure.~~

~~(a) Filing period. Every application for a variance, an after-the-fact variance or an appeal from an administrative decision shall be filed within 30 days from the date of the refusal of a~~

~~permit by, notice of violation, ruling, decision or determination of, the building official or other administrative official. If the applicant or appellant receives notice of the above by mail, then the applicant or appellant shall have an additional five days in which to apply for an appeal or after-the-fact variance.~~

* * *

SECTION 15. That Chapter 118, "Administration And Review Procedures," Article VII "Procedures for Variances," at Section 118-358, "Appeal of variance decision", is hereby amended, as follows:

Sec. 118-358. Reserved. ~~- Appeal of variance decision.~~

~~The decision of the board of adjustment, historic preservation board, or design review board, solely, with respect to variances shall be final. There shall be no further review of the variance except by resort to a court of competent jurisdiction by petition for writ of certiorari.~~

SECTION 16. That Chapter 118, "Administration And Review Procedures," Article IX "Nonconformances," at Section 118-395, "Repair and/or rehabilitation of nonconforming buildings and uses", is hereby amended, as follows:

Sec. 118-395. - Repair and/or rehabilitation of nonconforming buildings and uses.

* * *

(b) Nonconforming buildings.

* * *

(2) Nonconforming buildings which are repaired or rehabilitated by more than 50 percent of the value of the building as determined by the building official, shall be subject to the following conditions:

* * *

e. Development regulations for buildings not located within a designated historic district and not an historic site.

* * *

3. For purposes of this subsection, the planning director, or designee shall make a determination as to whether a building is architecturally significant according to the following criteria:

i. The subject structure is characteristic of a specific architectural style constructed in the city prior to 1965, including, but not limited to, vernacular, Mediterranean revival, art deco, streamline moderne, post-war modern, or variations thereof;

ii. The exterior of the structure is recognizable as an example of its style and/or period, and its architectural design integrity has not been modified in an irreversible manner; and

iii. Exterior architectural characteristics, features, or details of the subject structure remain intact.

A property owner may appeal any determination of the planning director, or designee relative to the architectural significance of a building constructed prior to 1965 to the design review board, in accordance with the requirements and procedures pursuant to the requirements of Section 118-9. ~~article VI herein.~~

* * *

SECTION 17. That Chapter 118, "Administration And Review Procedures," Article IX "Nonconformances," at Section 118-397, "Existence of a nonconforming building or use", is hereby amended, as follows:

Sec. 118-397. - Existence of a nonconforming building or use.

(a) The planning and zoning director shall make a determination as to the existence of a nonconforming use or building and in so doing may make use of affidavits and investigation in addition to the data presented on the city's building card, occupational license or any other official record of the city.

(b) The question as to whether a nonconforming use or building exists shall be a question of fact and in case of doubt or challenge raised to the determination made by the planning and zoning director, the question shall be decided by appeal to the board of adjustment pursuant to the requirements of Section 118-9. ~~after public notice and hearing and in accordance with the procedures set forth in section 118-134.~~ In making the determination the board may require certain improvements that are necessary to insure that the nonconforming use or building will not have a negative impact on the neighborhood.

SECTION 18. That Chapter 118, "Administration And Review Procedures," Article X "Historic Preservation," at Section 118-532, "Proceedings before the historic preservation board", is hereby amended, as follows:

Sec. 118-532. - Proceedings before the historic preservation board.

* * *

(f) Timeframes to obtain a building permit. The applicant shall have up to 18 months, or such lesser time as may be specified by the board, from the date of the board meeting at which a certificate of appropriateness was issued to obtain a full building permit or a phased development permit. The foregoing 18-month time period, or such lesser time as may be specified by the board, includes the time period during which an appeal of the decision of the historic preservation board may be filed. If the applicant fails to obtain a full building permit or a phased development permit within 18 months, or such lesser time as may be specified by the board, of the board meeting date at which a certificate of appropriateness was granted and/or construction does not commence and proceed in accordance with said permit and the requirements of the applicable Florida Building Code, the certificate of appropriateness shall be deemed null and void. Extensions for good cause, not to exceed a total of one year for all extensions, may be granted by the historic preservation board, at its sole discretion, provided the applicant submits a request in writing to the planning department no later than 90 calendar days after the expiration of the original approval, setting forth good cause for such an extension. At the discretion of the planning director, an

applicant may have up to 30 days (not to extend beyond 30 months from the date of original approval) to complete the building permit review process and obtain a full building permit, provided that within the time provided by the board to obtain a full building permit a valid full building permit application and plans have been filed with the building department, a building permit process number has been issued and the planning department has reviewed the plans and provided initial comments. ~~Notwithstanding the foregoing, in the event the original decision of the historic preservation board is timely appealed, or there is an appeal of an approval from the board of adjustment and/or the planning board that is a requirement of the original decision of the historic preservation board, and such appeal is filed within 20 days of the decision of the board of adjustment and/or the planning board, the applicant shall have 18 months, or such lesser time as may be specified by the historic preservation board, from the date of final resolution of all administrative and/or court proceedings to obtain a full building permit or phased development permit. This tolling provision shall only be applicable to the original approval of the board and shall not apply to any subsequent requests for revisions or requests for extensions of time.~~

Please refer to 118-9 relating to appealed orders, and tolling.

* * *

SECTION 19. That Chapter 118, "Administration And Review Procedures," Article X "Historic Preservation," at Section 118-536, "Variances prohibited", is hereby amended, as follows:

Sec. 118-536. - Variances prohibited.

No variances shall be granted by the zoning board of adjustment from any of the provisions or requirements of this section; provided, however, the foregoing prohibition shall not limit or restrict an applicant's right to a rehearing or to appeal decisions of the historic preservation board. ~~as provided in this article.~~

SECTION 20. That Chapter 118, "Administration And Review Procedures," Article X "Historic Preservation," at Section 118-537, "Rehearings and appeals", is hereby amended, as follows:

Sec. 118-537. Reserved. ~~**- Rehearings and appeals.**~~

~~(a) Rehearings.~~

~~(1) The historic preservation board may consider a petition for rehearing by the applicant, the owner(s) of the subject property, the city manager, an affected person, Miami Design Preservation League, or Dade Heritage Trust. For purposes of this section, "affected person" shall mean either a person owning property within 375 feet of the applicant's project reviewed by the board, or a person that appeared before the board (directly or represented by counsel), and whose appearance is confirmed in the record of the board's public hearing(s) for such project. The petition for rehearing must demonstrate to the board that:~~

~~a. There is newly discovered evidence which is likely to be relevant to the decision of the board;~~

~~b. The board has overlooked or failed to consider something which renders the decision issued erroneous; or~~

~~c. The board's action or order:~~

~~1. Took place after May 11, 1995 and is actionable under the Bert J. Harris, Jr. Private Property Rights Protection Act, F.S. § 70.001 et seq., (referred to herein as the "Harris Act"); and~~

~~2. Inordinately burdens an existing use of the applicant's real property or a vested right to a specific use of the applicant's real property (referred to herein as a "Harris Act claim").~~

~~As used herein, the phrases "inordinate burden" or "inordinately burden," "existing use" and "vested right to a specific use" shall have same meanings ascribed to such phrases within the Harris Act.~~

~~(2) A petition for rehearing shall be in writing, shall be by or on behalf of a named appellant(s), and shall be submitted to the planning director on or before the fifteenth day after the date of rendition of the board's order; however, in cases where a condition imposed by the board is not followed by the applicant or is incapable of being done within this 15 day time frame, a petition for rehearing may be filed within 60 days of the date of rendition of the order imposing the condition. For purposes of this article, the "date of rendition" shall be the date upon which a signed, written order is filed with the board's clerk, and an order shall be deemed "filed" when a fully executed order is returned to, and in the possession of, the clerk. In the event the petition is based on a Harris Act claim, the petition shall include the following documentation which shall be submitted no later than 15 days after the submission of the petition for rehearing:~~

~~a. A bona fide, valid appraisal supporting the claim of inordinate burden and demonstrating the loss, or expected loss, in fair market value to the real property as a result of the board's action;~~

~~b. All factual data described in subsection 118-564(c); provided, however, in the event all or any portion of the factual data was available to the applicant prior to the conclusion of the public hearing before the historic preservation or joint design review board/historic preservation board and the applicant failed to furnish same to the board's staff as specified in subsection 118-564(c), then, the board~~

~~may, in its discretion, deny the applicant's request to introduce such factual data;~~

~~c. A report prepared by a licensed architect or engineer analyzing the financial implications of the requirements, conditions or restrictions imposed by the board on the property or development proposed by the applicant with respect to which the applicant is requesting a rehearing;~~

~~d. A report prepared by a licensed architect or engineer analyzing alternative uses for the real property, if any;~~

~~e. A report prepared by a licensed architect or engineer determining whether, as a result of the board action, the owner is permanently unable to attain the reasonable, investment-backed expectation for the existing use of the real property or a vested right to a specific use of the real property with respect to the real property as a whole, or that the property owner is left with existing or vested uses that are unreasonable; and~~

~~f. A report prepared by a licensed architect or engineer addressing the feasibility, or lack of feasibility, of effectuating the board's requirements, conditions or~~

~~restrictions and the impact of same on the existing use of the real property or a vested right to a specific use of the real property.~~

~~(3) In the event that any of the documentation required in subsection (a)(2) of this section is not reasonably available to the applicant and cannot be obtained by the applicant, the applicant shall file an affidavit stating the information which cannot be obtained and describing the reasons why such information cannot be obtained: provided, however, neither failure to retain a professional to prepare the required documentation nor the requirement to pay a fee for the preparation of such required documentation shall be sufficient to excuse an applicant from the requirements listed in subsection (a)(2) of this section. Evidence, testimony and information establishing, and/or disproving, the inordinate burden may be introduced by the applicant, the board's staff and city staff, the public, or any other party, and considered by the board.~~

~~(4) Notice requirements for a rehearing shall be identical to the notice requirements for the original hearing and shall be the responsibility of the party filing the petition. The board may rehear a case, take additional testimony and either reaffirm its previous decision or issue a new decision reversing or modifying the previous decision. If the petition is based on a Harris Act claim and the board concludes that the action or order inordinately burdens an existing use of the applicant's real property or a vested right to a specific use of the applicant's real property, then the board shall amend or modify the action or order, in whole or in part, to eliminate the inordinate burden.~~

~~(b) Appeals.~~

~~(1) The applicant, the owner(s) of the subject property, the city manager, Miami Design Preservation League, Dade Heritage Trust, or an affected person may appeal the board's decision to a special master appointed by the city commission. For purposes of this section, "affected person" shall mean either a person owning property within 375 feet of the applicant's project reviewed by the board, or a person that appeared before the board (directly or represented by counsel), and whose appearance is confirmed in the record of the board's public hearing(s) for such project. The appeal shall be based on the record of the hearing before the board, shall not be a de novo hearing, and no new, additional testimony shall be taken. The appeal shall be in writing, shall be by or on behalf of a named appellant(s), and shall be submitted to the city clerk on or before the twentieth day after the date of rendition of the board's order. However, in the event that a petition for rehearing is filed pursuant to subsection (a), above, the time for filing an appeal to the special master shall be on or before the twentieth day after the date of rendition of the board's order regarding the petition. Within 30 days of receipt of the appeal, the city clerk shall submit the appeal to the special master who shall set a date and time for hearing the appeal. Notice requirements for the hearing shall be identical to the notice requirements for the original decision upon which the appeal is based, except that there shall be no requirement for mailed notification regarding the subject appeal. A full verbatim transcript of all proceedings which are the subject of the appeal shall be provided by the party filing the petition; said verbatim transcripts shall be filed no later than two weeks prior to the first scheduled public hearing to consider the appeal. The appeal shall require a fee as provided in appendix A.~~

~~(2) In order to reverse, amend, or modify any decision of the board, the special master shall find that the board did not do one of the following:~~

~~a. Provide procedural due process;~~

~~b. Observe essential requirements of law; or~~

~~c. Base its decision upon substantial competent evidence.~~

~~Within ten days of the date of the hearing the special master shall issue a written order setting forth his/her decision, which shall be promptly mailed to all parties to the appeal.~~

~~(3) Special masters appointed to hear appeals pursuant to this subsection (b) shall be attorneys who are members in good standing of the Florida Bar and have expertise in the area of historic preservation. Special masters shall serve terms of three years, provided however, that they may be removed without cause upon a majority vote of the city commission. Compensation for special masters shall be determined by the city commission.~~

~~(4) An applicant, the owner(s) of the subject property, the city manager, Miami Design Preservation League, Dade Heritage Trust or an affected person may appeal the decision to a court of competent jurisdiction by petition for writ of certiorari.~~

SECTION 21. That Chapter 118, "Administration And Review Procedures," Article X "Historic Preservation," Division 3 "Certificate of Appropriateness/Certificate of Dig/Certificate of Appropriateness for Demolition," at Section 118-563, "Review procedure", is hereby amended, as follows:

Sec. 118-563. - Review procedure.

* * *

(e) ~~The applicant, the owner(s) of the subject property, Miami Design Preservation League, Dade Heritage Trust or an aggrieved party may appeal~~ ~~a~~Any decision of the staff regarding subsections 118-563(d)(1) and subsection 118-563(d)(3), may be appealed to the historic preservation board pursuant to the requirements of Section 118-9. ~~by filing a notice of appeal with the planning director within five business days of the date of posting of the staff decision.~~ No permit shall be issued for work prior to expiration of the appeal period or final disposition of any appeal. ~~For purposes of this subsection, any individual or group referred to in subsection 118-503(a) shall be considered an aggrieved party. All appeals shall be considered by the historic preservation board at the next available meeting date, pursuant to all application and notice requirements. The party filing the appeal shall be responsible for providing and effectuating all noticing requirements, subject to planning department procedures, as well as the duplication of all pertinent plans and exhibits.~~

* * *

SECTION 22. That Chapter 118, "Administration And Review Procedures," Article X "Historic Preservation," Division 3 "Certificate of Appropriateness/Certificate of Dig/Certificate of Appropriateness for Demolition," at Section 118-564, "Decisions on certificates of appropriateness", is hereby amended, as follows:

Sec. 118-564. - Decisions on certificates of appropriateness.

* * *

(11) Expiration of order of Board. The applicant shall have up to 18 months, or such lesser time as may be specified by the board, from the date of the board meeting at which a

certificate of appropriateness for demolition was granted to obtain a full building permit or a phased development permit. The foregoing 18-month time period or such lesser time as may be specified by the board, includes the time period during which an appeal of the decision of the historic preservation board may be filed. If the applicant fails to obtain a full building permit or a phased development permit within 18 months, or such lesser time as may be specified by the board, of the board meeting date at which a certificate of appropriateness for demolition was granted and/or construction does not commence and proceed in accordance with said permit and the requirements of the applicable Florida Building Code, the certificate of appropriateness for demolition shall be deemed null and void. Extensions for good cause, not to exceed a total of one year for all extensions, may be granted by the historic preservation board, at its sole discretion, provided the applicant submits a request in writing to the planning department no later than 90 calendar days after the expiration of the original approval, setting forth good cause for such an extension. At the discretion of the planning director, an applicant may have up to 30 days (not to extend beyond 30 months from the date of original approval) to complete the building permit review process and obtain a full building permit, provided that within the time provided by the board to obtain a full building permit a valid full building permit application and plans have been filed with the building department, a building permit process number has been issued and the planning department has reviewed the plans and provided initial comments. ~~Notwithstanding the foregoing, in the event the original decision of the historic preservation board with respect to a certificate of appropriateness for demolition is timely appealed, or there is an appeal of an approval from the board of adjustment and/or the planning board that is a requirement of the original decision of the historic preservation board, and such appeal is filed within 20 days of the decision of the board of adjustment and/or the planning board, the applicant shall have 18 months, or such lesser time as may be specified by the board, from the date of final resolution of all administrative and/or court proceedings to obtain a full building permit. This tolling provision shall only be applicable to the original approval of the board and shall not apply to any subsequent requests for revisions or requests for extensions of time.~~

Please refer to 118-9 relating to appealed orders, and tolling.

SECTION 23. That Chapter 118, "Administration And Review Procedures," Article X "Historic Preservation," Division 3 "Certificate of Appropriateness/Certificate of Dig/Certificate of Appropriateness for Demolition," at Section 118-565, "Special review procedure", is hereby amended, as follows:

* * *

Sec. 118-565. - Special review procedure.

For minor exterior structural repairs, alterations and improvements, associated with single-family homes located within designated historic districts, that are visible from a public way, or work that affects the exterior of the building associated with rehabilitations and additions to existing buildings, the planning director, or designee, shall have the authority to approve, approve with conditions or deny an application on behalf of the board. The director's decision shall be based upon the criteria listed in this article. Any appeal of the decision of the planning director shall be filed pursuant to the requirements of Section 118-9. - Rehearing and appeal procedures. ~~considered by the board at the next available regular meeting date.~~

SECTION 24. That Chapter 118, "Administration And Review Procedures," Article X "Historic Preservation," Division 5 "Single Family Ad Valorem Tax Exemption," at Section 118-609, "Completion of work", is hereby amended, as follows:

Sec. 118-609. - Completion of work.

* * *

(e) If the planning director, or designee determines that the work as complete is not in compliance with the plans approved pursuant to city commission approval of the tax exemption, the applicant shall be advised that the final request for review of completed work has been denied. Such denial shall be in writing and provide a written summary of the reasons for the determination, including recommendations to the applicant concerning the changes to the proposed work necessary to bring it into compliance with the approved plans. The applicant may file an appeal of the decision of the planning director, or designee, pursuant to the requirements of Section 118-9. ~~within 15 days of such decision. The appeal shall be in writing and shall be to the historic preservation board and shall set forth the factual and legal bases for the appeal.~~

SECTION 25. 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" at Section 142-108, "Provisions for the demolition of single-family homes located outside of historic districts," is hereby amended, as follows:

* * *

(b) Appeals. ~~The applicant or any property owner within 375 feet of the subject single-family home may appeal~~ ~~t~~The decision of the planning director, or designee, which shall bear the presumption of correctness, pertaining to the architectural significance of a single-family home, may be appealed to the design review board, pursuant to the requirements of Section 118-9. ~~within ten days of the rendering of such decision.~~ No demolition permit may be issued within any appeal period, and if an appeal is filed, while the appeal is pending~~. The appeal shall be in writing, shall set forth the factual, technical, architectural, historic and legal bases for the appeal, and shall be to the design review board (DRB).~~

* * *

SECTION 26. 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 27. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 28. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 29. 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

_____ _____
City Attorney Date

First Reading: October 14, 2015
Second Reading:

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 11/23/15 Date

Verified by: _____
Thomas R. Mooney, AICP
Planning Director

Underscore denotes new language
~~Strikethrough~~ denotes removed language

[Sponsored by Commissioner Grieco]

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MIAMIBEACH

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 **Wednesday, December 9, 2015**, at the times listed, or as soon thereafter as the matter can be heard:

10:00 a.m.
An Ordinance Creating Section 118-8 Entitled "Notice Procedures" At Chapter 118, "Administration And Review Procedures," In Order To Consolidate And Standardize The Notice Provisions From The Various Subsections Of The Land Development Code In One Section; Amending And/Or Striking The Various Notice Provisions From Article II "Boards," Division 5 "Board Of Adjustment" At Section 118-134; Article IV "Conditional Use Procedure" At Section 118-193; Article VI "Design Review Procedures" At Section 118-254; Article X "Historic Preservation" Division 3 "Issuance Of Certificate Of Appropriateness/Certificate To Dig/Certificate Of Appropriateness For Demolition" At Section 118-563; And Division 4 "Designation" At Section 118-591; Providing For Repealer; Severability; Codification; And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

10:00 a.m.
An Ordinance Consolidating And Standardizing The Rehearing And Appeal Procedures, Including Administrative Appeals And Quasi-Judicial Applications Before Historic Preservation Board, Board Of Adjustment, Planning Board, And Design Review Board, By Amending The Following Sections: Chapter 118, "Administration And Review Procedures," At Section 118-9, Entitled "Appeal And Rehearing Procedures"; And Amending Article II "Boards" Division 3 "Design Review Board" At Section 118-71; Division 5 "Board Of Adjustment" At Sections 118-134, 118-136, 118-137, 118-138; Article IV "Conditional Use Procedure" At Sections 118-193, And 118-197; Article VI "Design Review Procedures" At Sections 118-258, 118-260, 118-261, 118-262, 118-263; Article VIII "Procedures For Variances And Administrative Appeals" At Sections 118-352 And 118-358; Article IX "Nonconformances" At Sections 118-395 And 118-397; Article X "Historic Preservation"; Division 2 "Historic Preservation Board Review Of Projects" At Sections 118-532, 118-536, And 118-537; Division 3 "Issuance Of Certificate Of Appropriateness/Certificate To Dig/Certificate Of Appropriateness For Demolition" At Sections 118-563, 118-564, 118-565; Division 5 "Single-Family Ad Valorem Tax Exemption" At Section 118-609; Chapter 142, "Zoning Districts And Regulations" At Article II "District Regulations," Division 2 "RS-1,RS-2, RS-3, RS-4 Single Family Residential Districts At Section 142-108 In Order To Remove Any Conflicts With Newly Created Section 118-9; Providing For Repealer; Severability; Codification; And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

10:05 a.m.
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, Florida; By Amending Chapter 114 Entitled "General Provisions," At Section 114-7; Chapter 118 Entitled "Administration And Review Procedures," Article I Entitled "In General", At Sections 118-3 And 118-6, Article III Entitled "Amendment Procedure", At Section 118-162, Article IV Entitled "Conditional Use Procedure," At Section 118-193 And 118-196, Article VI Entitled "Design Review Procedures," At Sections 118-253 And 118-255, Article VII Entitled "Division Of Land/Lot Split," At Section 118-321, Article VIII Entitled "Procedure For Variances And Administrative Appeals," At Sections 118-353 And 118-357, Article IX Entitled "Nonconformances," At Section 118-399, Article X Entitled "Historic Preservation," At Sections 118-562, 118-563, 118-564, And 118-591; Chapter 138, Entitled "Signs," At Sections 138-135 And 138-136; Chapter 142, Entitled "Zoning Districts And Regulations," At Section 142-108; And Further Amending Chapter 118, Entitled "Administration And Review Procedures," To Create Section 118-7 And 118-8; Updating And Consolidating The Sections Of The Land Development Regulations Requiring The Assessment Of Fees In Order To Improve Predictability, Transparency And Efficiency Of The Code; Providing For Repealer, Severability, Codification, And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550; the Building Department at 305.673.6868; the Fire Department at 305.673.7123 and/or the Public Works Department at 305.673.7080.*

10:05 a.m.
An Ordinance Amending The Code Of The City Of Miami Beach, Florida, Amending Appendix A, "Fee Schedule" To Revise Building, Fire, Planning, And Public Works Fees Charged For Services Related To Land Development And Permitting; Providing For Repealer, Severability, Codification, And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550; the Building Department at 305.673.6868; the Fire Department at 305.673.7123 and/or the Public Works Department at 305.673.7080.*

10:05 a.m.
An Ordinance Amending Chapter 14, "Building Regulations," Division 2, "Permit Fees," At Sections 14-61, 14-62, 14-66, 14-67, 14-68, 14-70, And 14-72; Chapter 15, "Zoning Review Fee Associated With The Building Permit Process," Article II, "Zoning Review Fees Associated With The Building Permit Process," At Sections 15-31, 15-32, 15-33, 15-34, 15-35, 15-36, And 15-37; Chapter 50, "Fire Prevention And Protection," At Sections 50-3, 50-4, 50-5, 50-6, 50-7, And 50-8; Chapter 66, "Marine Structures, Facilities And Vehicles," Article III, "Piers, Docks And Boat Ramps," At Section 66-114; Chapter 86, "Sales," Division 2, "Permit," At Section 86-56; Chapter 98, "Streets And Sidewalks," Article III, "Excavations," Division 2, "Permit," At Sections 98-93 And 98-94; Further Amending Chapter 50, "Fire Prevention And Protection," To Create Sections 50-9, 50-10, 50-11, 50-12, 50-13, 50-14, And 50-15; Chapter 98, "Streets And Sidewalks," Article III, "Excavations," Division 2, "Permit," To Create Sections 98-95, 98-96, 98-97, 98-98, 98-99, And 98-100; Updating And Consolidating The Sections Of The City Code Of Ordinances That Require The Assessment Of Fees For Permitting Services In Order To Improve Predictability, Transparency And Efficiency Of The Code; Providing For Repealer, Severability, Codification, And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550; the Building Department at 305.673.6868; the Fire Department at 305.673.7123 and/or the Public Works Department at 305.673.7080:*

10:10 a.m.
An Ordinance Amending Chapter 46 Of The Code Of The City Of Miami Beach, Entitled "Environment," By Amending Article III, Entitled "Litter," By Amending Division 1, Entitled "Generally," By Amending Section 46-92 To Amend The Enforcement And Penalty Provisions For Violations Of Subsections (b), (c), (d), And (e), By Increasing Penalties For Violations Of Subsections (b), (c), (d), And (e), And Imposing Criminal Penalties For Violations Of Subsection (b) On Beaches, Parks, Marinas, Piers, Docks, And Boat Ramps; To Amend Provisions In Subsections (l) And (m) Regarding Appeals From Violations; And To Amend The Provisions In Subsection (m) Regarding Liens For Unpaid Fines; And Providing For Repealer, Severability, Codification, And An Effective Date. *Inquiries may be directed to the Environment & Sustainability Department at 305.673.7010.*

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

Ad 1104

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Condensed Title:

Three ordinance amendments amending Chapters 114, 118, 138, and 142 of the Land Development Regulations (LDR's); Appendix A of the City Code; and Chapters 14, 15, 50, 66, 86, and 98 of the City Code in order to improve predictability, transparency, and efficiency of fees related to permitting and land development.

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 amendment to the LDR's generally proposes to consolidate fees listed throughout the LDR's into a single section (Section 118-7). The amendment to the City Code proposes to consolidate and make more transparent Building, Public Works, Fire, and Planning fees that are related to permitting and land development. The amendment to Appendix A proposes that Commercial Permit fees for Planning, Fire, and Public Works will be 0.70% of the job value of construction, with a minimum fee of $70.00 for commercial permits per reviewing department; Residential Permit Fees for Planning, Fire and Public Works will be 0.50% of the job value of construction, with a minimum fee of $50.00 per reviewing department; and that various "stand-alone" and flat fees in "Appendix A" are also being updated, and will be annually updated based on CPI.

On October 5, 2015, the Finance and Citywide Projects Committee recommended approval of the proposed ordinance amendments to the Land Use and Development Committee and the City Commission. On October 7, 2015, the Land Use and Development Committee recommended approval of the proposed Ordinance amendments.

On October 14, 2015, the City Commission: 1) accepted the recommendation of the Land Use and Development Committee and Finance and Citywide Projects Committee via separate motions; and 2) approved the attached Ordinances at First Reading; and 3) scheduled a Second Reading Public Hearing for December 9, 2015.

The Administration recommends that the City Commission adopt the ordinances.

Advisory Board Recommendation:

The Planning Board transmitted the proposed ordinance amendment to the LDR's (Chapters 114, 118, 138, and 142) to the City Commission with a favorable recommendation on October 27, 2015 (Vote 7-0 / Planning Board File No. 2291).

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 RSB

DATE 12-9-15

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: December 9, 2015 **SECOND READING – PUBLIC HEARING**

SUBJECT: **Ordinance Amendments - Land Development Regulation and Permit Review Fees**

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 114 ENTITLED "GENERAL PROVISIONS", AT SECTION 114-7; CHAPTER 118 ENTITLED "ADMINISTRATION AND REVIEW PROCEDURES", ARTICLE I ENTITLED "IN GENERAL", AT SECTIONS 118-3 AND 118-6, ARTICLE III ENTITLED "AMENDMENT PROCEDURE", AT SECTION 118-162, ARTICLE IV ENTITLED "CONDITIONAL USE PROCEDURE", AT SECTION 118-193 AND 118-196, ARTICLE VI ENTITLED "DESIGN REVIEW PROCEDURES", AT SECTIONS 118-253 AND 118-255, ARTICLE VII ENTITLED "DIVISION OF LAND/LOT SPLIT", AT SECTION 118-321, ARTICLE VIII ENTITLED "PROCEDURE FOR VARIANCES AND ADMINISTRATIVE APPEALS", AT SECTIONS 118-353 AND 118-357, ARTICLE IX ENTITLED "NONCONFORMANCES", AT SECTION 118-399, ARTICLE X ENTITLED "HISTORIC PRESERVATION", AT SECTIONS 118-562, 118-563, 118-564, AND 118-591; CHAPTER 138, ENTITLED "SIGNS", AT SECTIONS 138-135 AND 138-136; CHAPTER 142, ENTITLED "ZONING DISTRICTS AND REGULATIONS", AT SECTION 142-108; AND FURTHER AMENDING CHAPTER 118, ENTITLED "ADMINISTRATION AND REVIEW PROCEDURES", TO CREATE SECTION 118-7 AND 118-8; UPDATING AND CONSOLIDATING THE SECTIONS OF THE LAND DEVELOPMENT REGULATIONS REQUIRING THE ASSESSMENT OF FEES IN ORDER TO IMPROVE PREDICTABILITY, TRANSPARENCY AND EFFICIENCY OF THE CODE; 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 CODE OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING APPENDIX A, "FEE SCHEDULE" TO REVISE BUILDING, FIRE, PLANNING, AND PUBLIC WORKS FEES

CHARGED FOR SERVICES RELATED TO LAND DEVELOPMENT AND PERMITTING; 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 CHAPTER 14, "BUILDING REGULATIONS," DIVISION 2, "PERMIT FEES," AT SECTIONS 14-61, 14-62, 14-66, 14-67, 14-68, 14-70, AND 14-72; CHAPTER 15, "ZONING REVIEW FEE ASSOCIATED WITH THE BUILDING PERMIT PROCESS," ARTICLE II, "ZONING REVIEW FEES ASSOCIATED WITH THE BUILDING PERMIT PROCESS," AT SECTIONS 15-31, 15-32, 15-33, 15-34, 15-35, 15-36, AND 15-37; CHAPTER 50, "FIRE PREVENTION AND PROTECTION," AT SECTIONS 50-3, 50-4, 50-5, 50-6, 50-7, AND 50-8; CHAPTER 66, "MARINE STRUCTURES, FACILITIES AND VEHICLES," ARTICLE III, "PIERS, DOCKS AND BOAT RAMPS," AT SECTION 66-114; CHAPTER 86, "SALES," DIVISION 2, "PERMIT," AT SECTION 86-56; CHAPTER 98, "STREETS AND SIDEWALKS," ARTICLE III, "EXCAVATIONS," DIVISION 2, "PERMIT," AT SECTIONS 98-93 AND 98-94; FURTHER AMENDING CHAPTER 50, "FIRE PREVENTION AND PROTECTION," TO CREATE SECTIONS 50-9, 50-10, 50-11, 50-12, 50-13, 50-14, AND 50-15; CHAPTER 98, "STREETS AND SIDEWALKS," ARTICLE III, "EXCAVATIONS," DIVISION 2, "PERMIT," TO CREATE SECTIONS 98-95, 98-96, 98-97, 98-98, 98-99, AND 98-100; UPDATING AND CONSOLIDATING THE SECTIONS OF THE CITY CODE OF ORDINANCES THAT REQUIRE THE ASSESSMENT OF FEES FOR PERMITTING SERVICES IN ORDER TO IMPROVE PREDICTABILITY, TRANSPARENCY AND EFFICIENCY OF THE CODE; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission adopt the attached Ordinances.

BACKGROUND

On October 10, 2014, the City Commission approved and directed the city administration to assess the need for updating its Enterprise Resource Planning (ERP) program in order to automate, streamline and refine city processes. The City is in the process of implementing the Tyler Technology software (Munis and EnerGov), to maximize the delivery of services.

On June 10, 2015, at the request of Commissioner Malakoff, the City Commission referred an item to review Planning Department fees, including fees associated with plans review, board applications and other ministerial functions to the Finance and City Wide Projects Committee, Land Use and Development Committee, and Planning Board. This amendment is consistent with the recommendation of Tyler Technologies as well as EMA, the city's business process analyst, and includes a comparable analysis and recommendation for Fire, Building and Public Works fees also associated with the permitting process.

On October 5, 2015, the Finance and Citywide Projects Committee recommended approval of the proposed ordinance amendments to the Land Use and Development Committee and the City Commission. On October 7, 2015, the Land Use and Development Committee recommended approval of the proposed Ordinance amendments.

ANALYSIS

The City Administration has performed a comprehensive review of the applicable sections of the City Code and is recommending amendments to provide as much predictability as possible in the development process, transparency to the public and efficiency for services associated with the development regulations and permit review. The recommendations are consistent with the recommendation of Tyler Industries and EMA, as it relates to the implementation of an updated ERP program.

The subject Ordinance Amendments accomplish the aforementioned goal. One of the ordinance amendments proposes changes to the following Chapters of the City Code: Chapter 14, "Building Regulations;" Chapter 15, "Zoning Review Fee Associated with the Building Review Process;" Chapter 50, "Fire Prevention and Protection;" Chapter 66, "Marine Structures, Facilities and Vehicles;" Chapter 86, "Sales;" and Chapter 98, "Streets and Sidewalks."

The other amendment proposes changes to the following sections of the Land Development Regulations of the City Code: Chapter 114, "General Provisions;" Chapter 118, "Administration and Review Procedures;" Chapter 138, "Signs;" and Chapter 142, "Zoning Districts and Regulations" of the Land Development Regulations. Fees described throughout various sections of the Land Development Regulations are proposed to refer to a new consolidated fee section (Section 118-7). In addition, the amendment removes the ability to request adjustments to after-the-fact fees and modifies submittal and fee requirements for traffic studies.

In addition to the consolidation of all planning department administration and land use board fee's, the following substantive changes to existing rules and procedures are proposed, both of which have a fee component:

1. Section 118-6, pertaining to consultants for applications for development approval, has been substantially modified to now require that the applicant retain a consultant to prepare all required technical studies (e.g. traffic or sound) and that the applicant shall pay for the city's consultant to review the study. This eliminates the current, very cumbersome peer review process.

2. Section 118-399, pertaining to procedures for the retention of illegally subdivided units, undersized units or illegally installed kitchens, has been completely removed. The reason for this is because it has not been utilized in almost 20 years and appears to be an exception for certain properties purchased prior to September 30, 1987.

Additionally, internal review of code sections and Appendix A shows that certain fees have not been adjusted in over ten years. This has resulted in decreased recovery of expenses related to the permitting process. For this reason, the City Administration is proposing to update the "Appendix A Fee Schedule" in order to more accurately defray costs of administering services provided by the Planning, Fire, Building and Public Works Departments. The Budget Department provided guidance in the methodology and targets used in the generation of the proposed fees.

The proposed changes to the fee ordinance include charging a flat rate of 0.70% per reviewing department (2.1% cumulative) of job values for commercial permits, and 0.50% (1.0% cumulative) of job values for residential projects, with a minimum fee of $70.00 for commercial permits and $50.00 for residential permits, per reviewing department. These rates represent the Departments' best efforts at estimating the generation of sufficient fees to cover the Departments' costs of operation as permitted by law. This format of calculating fees is consistent with the current methodology implemented by the Building Department in 2014, as well as Miami Dade County. The proposed fees are intended to become effective with the implementation of the new permitting software which is scheduled to go live on or about April of 2016.

The Planning, Fire and Public Works Departments are proposing amendments to:

- Commercial Permit fees for Planning, Fire, and Public Works will be 0.70% of the job value of construction, with a minimum fee of $70.00 for commercial permits per reviewing department.
- Residential Permit Fees for Planning, Fire and Public Works will be 0.50% of the job value of construction, with a minimum fee of $50.00 per reviewing department.
- Various "stand-alone" and flat fees in "Appendix A" are also being updated, and will be annually updated based on CPI.

PLANNING BOARD REVIEW

The Planning Board transmitted the proposed ordinance amendment to the Land Development Regulations (Chapters 114, 118, 138, and 142) on October 27, 2015 with a favorable recommendation. The Planning Board Based recommended that the applicability of the reduced fee for variance requests be clarified to further ensure that it is limited to "homeowners" that have their primary residence on the subject property. This change has been incorporated into the legislation for second reading.

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.

UPDATE

On October 14, 2015, the subject ordinance was approved at First Reading.

CONCLUSION

The Administration recommends that the City Commission adopt the attached Ordinances.

JLM/SMT/TRM/MCS/RAM

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Land Development Regulations Fee Structure

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 114 ENTITLED "GENERAL PROVISIONS", AT SECTION 114-7; CHAPTER 118 ENTITLED "ADMINISTRATION AND REVIEW PROCEDURES", ARTICLE I ENTITLED "IN GENERAL", AT SECTIONS 118-3 AND 118-6, ARTICLE III ENTITLED "AMENDMENT PROCEDURE", AT SECTION 118-162, ARTICLE IV ENTITLED "CONDITIONAL USE PROCEDURE", AT SECTION 118-193 AND 118-196, ARTICLE VI ENTITLED "DESIGN REVIEW PROCEDURES", AT SECTIONS 118-253 AND 118-255, ARTICLE VII ENTITLED "DIVISION OF LAND/LOT SPLIT", AT SECTION 118-321, ARTICLE VIII ENTITLED "PROCEDURE FOR VARIANCES AND ADMINISTRATIVE APPEALS", AT SECTIONS 118-353 AND 118-357, ARTICLE IX ENTITLED "NONCONFORMANCES", AT SECTION 118-399, ARTICLE X ENTITLED "HISTORIC PRESERVATION", AT SECTIONS 118-562, 118-563, 118-564, AND 118-591; CHAPTER 138, ENTITLED "SIGNS", AT SECTIONS 138-135 AND 138-136; CHAPTER 142, ENTITLED "ZONING DISTRICTS AND REGULATIONS", AT SECTION 142-108; AND FURTHER AMENDING CHAPTER 118, ENTITLED "ADMINISTRATION AND REVIEW PROCEDURES", TO CREATE SECTION 118-7 AND 118-8; UPDATING AND CONSOLIDATING THE SECTIONS OF THE LAND DEVELOPMENT REGULATIONS REQUIRING THE ASSESSMENT OF FEES IN ORDER TO IMPROVE PREDICTABILITY, TRANSPARENCY AND EFFICIENCY OF THE CODE; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the Land Development Regulations of the City Code contain fees for development review and other services to cover the costs of implementing the regulations contained therein; and

WHEREAS, the City is in the process of updating of its Enterprise Resource Planning (ERP) program in order to automate, streamline and refine city processes; and

WHEREAS, in order to facilitate the automation of city processes, it is necessary to ensure that fees land development fees be as transparent as possible; and

WHEREAS, the City Administration has reviewed the structure of fees associated with land development and permit review and determined a more efficient, effective and transparent way to asses fees for these services is necessary; 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," is hereby amended, as follows:

Sec. 114-7. - Enforcement.

* * *

(d) For purposes of inspection and upon presentation of proper credentials, the city's planning and zoning director, building official, and director of the department of code compliance or their authorized representatives, may enter at any reasonable time, any building, structure or premises, for the purpose of determining whether these land development regulations are being violated. In the event violations of these land development regulations are found on a given premises, the building official and the director of the department of code compliance, historic preservation and urban design director or their authorized representative, are empowered to issue notices of violation to the owner of such premises and to any persons responsible for creating or maintaining the violations. Additionally, the building official may stop work on projects which violate these land development regulations with respect to materials, work, grades, use or other regulations or provisions thereof.

~~(e) In the course of the administration of these land development regulations the appropriate department shall impose a fee for the services in subsections (e)(1), (2) of this section:~~

~~(1) Zoning compliance letters where a department is requested to determine compliance or provide zoning data related to improvements on existing or proposed property.~~

~~(2) There shall be a fee as provided in appendix A for zoning compliance letters in single-family districts and a fee as provided in appendix A for zoning compliance letters in all other districts or general interpretation letters. There shall be a fee as provided in appendix A for confirmation of the zoning classification and permitted uses on the site.~~

SECTION 2. That Chapter 118, "Administration and Review Procedures," Article I, "In General," is hereby amended as follows:

Sec. 118-3. ~~- Mailing lists~~ Reserved.

~~Where these land development regulations require the submittal of a mailing list in conjunction with an application for a public hearing, the applicant may request that the city provide this service at a cost per mailing address as provided in appendix A.~~

* * *

Sec. 118-6. - Use of, and cost recovery for, consultants for applications for development approval.

* * *

(d) Requirements for selection of a city consultant and procedures for payment. Prior to the applicant submitting an application for development approval, the applicant shall meet with city staff to determine the types of studies and/or reports required for the proposed project, as well as the methodology to be followed as part of the production of the study.

(1) When an applicant is required to submit, as part of an application for development approval, a traffic or any other technical study and/or report, the applicant shall prepare the required study/report using its own consultant. ~~may elect either~~:

~~A. To authorize the city to commission the study/report, to be prepared by a city-approved consultant, selected by city staff from the approved list maintained by the procurement division; or~~

~~B. To prepare a required study/report using its own consultant.~~

(2) ~~If an applicant elects to prepare a required study/report using its own consultant, then~~ The city shall review the study/report, and shall retain a consultant from the city's approved list having the necessary expertise to perform such review. The applicant shall be responsible for all costs associated with the city's consultant review, and shall pay for the costs associated with the city's consultant review prior to proceeding to approval of the application by the applicable land use board.

~~However, if the applicant elects to authorize the city to commission the study/report, to be prepared by a city-approved consultant, selected by city staff from the approved list maintained by the procurement division, then the applicant shall only be responsible for the costs associated with the consultant's preparation of the study/report; no additional consultant review fees shall be required.~~

~~(3) If an applicant elects to authorize the city to retain a consultant from the city's approved list for the preparation of a required study and/or report, then the procedure shall be as follows:~~

~~A. City staff shall select a qualified consultant from the city's approved list (i.e., with the required knowledge, skill and/or expertise required for the particular study/report).~~

~~B. City staff shall obtain a quote from the selected consultant for the particular study/report and shall transmit same to applicant.~~

~~C. The quote shall be based on fair market value and include a "not to exceed" amount that is inclusive of all charges and fees, as required to prepare and complete the work.~~

~~D. If applicant accepts the quote and elects to proceed with the work using the city's consultant then, prior to commencement of any work by the selected consultant, city staff shall require the applicant to deposit with the city an amount equal to the "not to exceed" amount of the quoted cost.~~

~~E. The city shall earn no additional fee as a result of applicant's use of the approved consultant.~~

~~F. Notwithstanding anything in this section, the applicant shall be solely responsible for all costs and fees associated with the consultant's preparation of the required study/report (including, without limitation, the consultant's fee).~~

(4) ~~If an applicant elects to prepare a required study/report using its own consultant, then the city shall retain a consultant from the city's approved list having the necessary expertise and time to review the study/report.~~

~~(5) The procedures for selection of, and payment for, a city consultant retained under subsection (iv) above shall be the same as those for selection/payment of a city consultant by an applicant, as set forth in subsection (d)(3)A.—F., with the applicant being solely responsible for payment of any and all costs and fees associated with the city consultant's review (of applicant's study/report).~~

(e) [City not liable.] In no event shall the city be held liable, whether to applicants and/or third parties, for any work and/or services rendered by any consultant on the city's approved list, and/or otherwise in connection with a consultant's preparation or review of any study and/or report contemplated herein.

(f) Expert reports and appearances.

(1) All required consultant or expert studies and/or reports, including those requested by a board, shall be provided to the city in written form, supplemented with digital format when available.

(2) Applicant's reports and/or studies shall be submitted to the ~~city~~ planning department a minimum of 60 days prior to the board hearing ~~no later than ten days prior to the public hearing at which they are to be considered.~~ Rebuttal reports submitted by opponent's consultants shall be submitted to the city no less than ~~five~~ 30 working days before the public hearing. Failure to meet these deadlines shall result in the subject report/study being deemed inadmissible for that public hearing, subject to a waiver of this inadmissibility by a 5/7 vote of the applicable board.

(3) Consultants or experts submitting reports/studies for consideration at public hearings must appear at the public hearing in order to allow for questions from the board and/or cross-examination. This provision may be waived by a 5/7 vote of the applicable board, authorizing the report/study to be sufficient for the purposes of the subject public hearing.

Sec. 118-7. - Fees for the administration of land development regulations.

The fees identified herein, and as outlined in Appendix A are for the purpose of defraying expenses for public notices, and administrative costs associated with processing and analyzing the request. These fees shall be evaluated and adjusted annually based on the consumer price index for all urban consumers (CPI-U). No application shall be considered complete until all requested information has been submitted and all applicable fees paid. The cost associated notice is the responsibility of the applicant. There shall be no refund or adjustment of fees. Any unpaid fees, including fees assessed for failure to appear before a board, shall become a lien against the property.

(a) Amendment to the Land Use Regulations, Zoning Map, Comprehensive Plan, Future Land Use Map

Any applicant requesting a public hearing on any application for an amendment pursuant to Section **118-162** shall pay, upon submission, all applicable fees in subsections (1) through (4) below:

(1) Application for public hearing (text or map amendment).

(2) Amendment pursuant to 118-162 (a) shall pay a fee for each:

i) Amendment to permitted, conditional, or prohibited uses in a zoning category, or

ii) Amendment to permitted, conditional, or prohibited uses in the comprehensive plan

(3) Amendment pursuant to 118-162 (a) shall pay a fee per square foot of lot area for:

i) Amendment of zoning map designation, or

ii) Amendment on the future land use map of the comprehensive plan

(4) Amendment pursuant to subsection 118-162 (b) of this section shall pay a fee for each:

i) Amendment to the land development regulations (per section), or

ii) Amendment to the comprehensive plan (per Goal, Policy or Objective).

(b) Conditional Use Permits

Any applicant requesting a public hearing on any application for conditional use permits, pursuant to Section **118-193** shall pay upon submission all applicable fees in subsection (1) through (10) below:

(1) Application for public hearing (conditional use permit).

(2) Per bed fee for an adult congregate living facility.

(3) Application for amendment of an approved board order.

(4) Application for clarification of an approved board order.

(5) Application for extensions of time of an approved board order.

(6) Withdrawals and continuances. If an applicant withdraws or requests a continuance of an application prior to the date of the public hearing a fee to defray the costs of scheduling the new public hearing shall be assessed. Payment of a mail notice fee to notify the property owners of the cancellation of the original public hearing and establishment of the revised hearing date may be required.

(7) Deferral of public hearing. If the applicant requests a deferral of a public hearing, a fee equal to the total application fee shall be assessed. Payment of a mail notice fee to notify the property owners of the deferral of the original public hearing and establishment of the revised hearing date shall be required. If deferment or clarification of conditions is requested by the administration or the board, there will be no additional fee.

(8) Application for after-the-fact approval shall incur triple fees, excluding advertisement, mail, and posting fees as applicable.

(9) Status report.

(10) Progress report.

(c) Design Review

Any applicant requesting a public hearing on any application for design review board approval, pursuant to Section **118-253 and 254,** shall pay, upon submission, all applicable fees in subsection (1) through (11) below:

(1) Application for a preliminary evaluation of a project before the design review board

(2) Application for public hearing (Board approval).

(3) Application for design review approval fee per square foot of floor area.

(4) Application for amendment of an approved board order.

(5) Withdrawals and continuances. If an applicant withdraws or requests a continuance of an application prior to the date of the public hearing a fee to defray the costs of scheduling the new public hearing shall be assessed. Payment of a mail notice fee to notify the property owners of the cancellation of the original public hearing and establishment of the revised hearing date may be required.

(6) Deferral of public hearing. If the applicant requests a deferral of a public hearing, a fee equal to the total application fee shall be assessed. Payment of a mail notice fee to notify the property owners of the deferral of the original public hearing and establishment of the revised hearing date shall be required. If deferment or clarification of conditions is requested by the administration or the board, there will be no additional fee.

(7) Application for clarification of an approved board order.

(8) Application for extensions of time of an approved board order.

(9) Application for after-the-fact approval shall incur triple fees, excluding advertisement, mail, and posting fees as applicable.

(10) Status report.

(11) Progress report.

(d) Land / Lot Split

Any applicant requesting a public hearing on any application for a lot split pursuant to Section **118-321** shall pay, upon submission, all applicable fees in subsection (1) through (7) below:

(1) Application for public hearing

(2) Application for amendment of an approved board order.

(3) Withdrawals and continuances. If an applicant withdraws or requests a continuance of an application prior to the date of the public hearing a fee to defray the costs of scheduling the new public hearing shall be assessed. Payment of a mail notice fee to notify the property owners of the cancellation of the original public hearing and establishment of the revised hearing date may be required.

(4) Deferral of public hearing. If the applicant requests a deferral of a public hearing, a fee equal to the total application fee shall be assessed. Payment of a mail notice fee to

notify the property owners of the deferral of the original public hearing and establishment of the revised hearing date shall be required. If deferment or clarification of conditions is requested by the administration or the board, there will be no additional fee.

(5) Application for clarification of an approved board order.

(6) Application for extensions of time of an approved board order.

(7) Application for after-the-fact approval shall incur triple fees, excluding advertisement, mail, and posting fees as applicable.

(8) Status report.

(9) Progress report.

(e) Variances

Any applicant requesting a public hearing on any application pursuant to Section **118-353** shall pay, upon submission, the applicable fees in subsection (1) through (11) below:

(1) Application for public hearing

(2) Fee per variance requested.

(3) Application for amendment of an approved board order.

(4) Withdrawals and continuances. If an applicant withdraws or requests a continuance of an application prior to the date of the public hearing a fee to defray the costs of scheduling the new public hearing shall be assessed. Payment of a mail notice fee to notify the property owners of the cancellation of the original public hearing and establishment of the revised hearing date may be required.

(5) Deferral of public hearing. If the applicant requests a deferral of a public hearing, a fee equal to the total application fee shall be assessed. Payment of a mail notice fee to notify the property owners of the deferral of the original public hearing and establishment of the revised hearing date shall be required. If deferment or clarification of conditions is requested by the administration or the board, there will be no additional fee.

(6) Application for clarification of an approved board order.

(7) Application for extensions of time of an approved board order.

(8) Application for after-the-fact approval shall incur triple fees, excluding advertisement, mail, and posting fees as applicable.

(9) Status report.

(10) Progress report.

(11) Applicant/homeowners requesting a variance shall pay one half of the total fee with proof of homestead or primary occupancy of the subject property from the Miami-Dade County Property Appraiser's Office. Applicant/owner shall pay 100% of the required notice fee.

(f) Certificate of Appropriateness

Any applicant requesting a public hearing on any application pursuant to Section **118-562 – 564,** shall pay, upon submission, the applicable fees in subsection (1) through (12), below:

(1) Application for a preliminary evaluation of a project before the board.

(2) Application for public hearing.

(3) Application for certificate of appropriateness fee per square foot of floor area.

(4) Application for amendment of an approved board order.

(5) Withdrawals and continuances. If an applicant withdraws or requests a continuance of an application prior to the date of the public hearing a fee to defray the costs of scheduling the new public hearing shall be assessed. Payment of a mail notice fee to notify the property owners of the cancellation of the original public hearing and establishment of the revised hearing date may be required.

(6) Deferral of public hearing. If the applicant requests a deferral of a public hearing, a fee equal to the total application fee shall be assessed. Payment of a mail notice fee to notify the property owners of the deferral of the original public hearing and establishment of the revised hearing date shall be required. If deferment or clarification of conditions is requested by the administration or the board, there will be no additional fee.

(7) Application for clarification of an approved board order.

(8) Application for extensions of time of an approved board order.

(9) Application for after-the-fact approval shall incur triple fees, excluding advertisement, mail, and posting fees as applicable.

(10) Structural Engineering Reports or Reviews as required.

(11) Status reports.

(12) Progress reports.

(g) Historic Designation

Any applicant other than the city commission, a city board or other city official applicant requesting a public hearing on any application pursuant to Section **118-591**, shall pay, upon submission, the applicable fees in subsection (1) through (9) below:

(1) Application for public hearing.

(2) Applications for district designation per platted lot fee.

(3) Application for amendment of an approved board order.

(4) Withdrawals and continuances. If an applicant withdraws or requests a continuance of an application prior to the date of the public hearing a fee to defray the costs of scheduling the new public hearing shall be assessed. Payment of a mail notice fee to notify the property owners of the cancellation of the original public hearing and establishment of the revised hearing date may be required.

(5) Deferral of public hearing. If the applicant requests a deferral of a public hearing, a fee equal to the total application fee shall be assessed. Payment of a mail notice fee to

notify the property owners of the deferral of the original public hearing and establishment of the revised hearing date shall be required. If deferment or clarification of conditions is requested by the administration or the board, there will be no additional fee.

(6) Application for clarification of an approved board order.

(7) Structural Engineering Reports or Reviews as required

(8) Status reports

(9) Progress reports

An application for the individual designation of a single-family home shall not require a fee.

(h) Determination of Architectural Significance

Any applicant requesting a determination of architectural significance, pursuant to Section **142-108,** shall pay, upon submission all applicable fees in subsection (1) below:

(1) Application for a determination of architectural significance by planning director.

(i) Staff review and miscellaneous fees

In the course of the administration of the land development regulations the department shall impose a fee for services and items outlined below:

(1) Board order recording.

(2) Zoning verification letters.

(3) Zoning interpretation letters.

(4) Reserved.

(5) Courier.

(6) Research.

(7) Excessive review.

(8) Review of covenants and easements.

(9) Failure to appear before a board for status or progress report.

(10) Permits for work not identified in appendix A. If it is determined that no specific fee category directly matches a permit application request, the planning director may identify a category that closely matches the level of effort or determine what the work will be charged based on the time dedicated for plans review and inspection. The department director may require an upfront fee and a deposit to cover the estimated cost of the services to be provided.

(11) Modification or release of covenant or easement.

(12) Recording fee per page.

(13) Paint permit (non-online applications).

(14) Signs (not requiring a building permit).

(15) Submittal conversion to electronic format.

(j) Fee in lieu of providing required parking

(1) One-time fee in lieu of providing required parking

(2) Yearly payment fee in lieu of providing required parking

SECTION 3. That Chapter 118, "Administration and Review Procedures," Article III, "Amendment Procedure," is hereby amended as follows:

Sec. 118-162. - Petition for changes and amendments.

* * *

(c) The applicant or his representative shall file an application with the planning, design and historic preservation division in accordance with a form approved by the city attorney and shall supply all information pertinent to the proposed amendment as requested by the planning, design and historic preservation division.

(d) Any applicant requesting a public hearing on any application pursuant to this section shall pay, upon submission, the applicable fees in section 118-7. No application shall be considered complete until all requested information has been submitted and all applicable fees paid.

~~Any applicant requesting a public hearing on any application for an amendment to these land development regulations shall pay, upon submission, the applicable fees in section 114-9 subsections (d) (1), (2):~~

~~(1) Amendment pursuant to subsection (a) of this section: Change of zoning map designation or change on the future land use map of the comprehensive plan: A fee as provided in appendix A per square foot of lot area. Proposals that involve a change of zoning map designation or future land use map changes shall pay a fee as provided in appendix A per square foot of lot area for each request. Changes in the actual list of permitted, conditional or prohibited uses shall pay a fee as provided in appendix A per section of these land development regulations or comprehensive plan.~~

~~(2) An amendment pursuant to subsection (b) of this section shall require a fee as provided in appendix A per section of these land development regulations or comprehensive plan amended~~

~~The fees in subsections (d) (1), (2) are for the purpose of defraying expenses of public notices, including but not limited to postage and other administrative costs associated with processing and analyzing the request. No application shall be considered complete until all requested information has been supplied and all applicable fees have been paid.~~

(e) Upon receipt of a completed application, the planning and zoning director shall transmit the application along with his analysis and recommendations regarding the proposed amendment to the planning board for review.

* * *

SECTION 4. That Chapter 118, "Administration and Review Procedures," Article IV, "Conditional Use Procedure," is hereby amended as follows:

Sec. 118-193. - Applications for conditional uses.

Applications for approval of a conditional use shall be submitted to the planning department, which shall prepare a report and recommendation for consideration by the planning board, and when required, by the city commission. Within a reasonable time, but in no instance less than 30 days after receipt of a completed application, the board shall hold a public hearing, at which parties in interest and citizens shall have an opportunity to be heard. At least 30 days prior to the public hearing date, a description of the request, and the date, time and place of such hearing shall be (i) posted on the property, (ii) advertised in a paper of general paid circulation in the community, and (iii) given by mail to the owners of record of land lying within 375 feet of the property. This mailed notification requirement shall be the responsibility of the applicant. Any applicant requesting a public hearing on any application pursuant to this section shall pay, upon submission, the applicable fees in section 118-7. No application shall be considered complete until all requested information has been submitted and all applicable fees paid.

* * *

Sec. 118-196. - ~~Fees~~ Reserved.

~~The fees in this section are for the purpose of defraying expenses of public notices and other administrative costs in connection with processing applications.~~

~~(1) Any applicant requesting and obtaining a public hearing before the planning board shall pay the following fees:~~

~~a. Conditional use. When a fee has not been established for a specific use there shall be a fee as provided in appendix A.~~

~~b. Adult congregate living facility. For an adult congregate living facility there shall be a fee as provided in appendix A.~~

~~(2) A request for minor amendment to an approved conditional use, clarification of conditions or an extension of time shall require a payment of fee as provided in appendix A.~~

~~(3) A request for a substantial amendment to an approved conditional use. shall require a fee as provided in appendix A.~~

~~(4) If an applicant withdraws his application prior to the date of the public hearing and requests a new hearing date, a fee as provided in appendix A shall be required. The fee is to defray the costs of scheduling the new public hearing to notify the property owners of the cancellation of the original public hearing and establishment of the revised hearing date.~~

~~(5) If the applicant requests a deferral of a public hearing, a fee commensurate with all costs shall be assessed; however, the fee shall not be less than as provided in appendix A.~~

~~(6) A fee as provided in appendix A shall be required in order to file an appeal of the planning and zoning director's decision, with respect to article VIII of this chapter. If notification of property owners is required, the fees shall be as set forth in this section.~~

~~(7) Any after-the-fact conditional use application shall automatically incur triple fees. Notwithstanding this provision, the board may adjust the after-the-fact fee based on substantial competent evidence that there are extenuating circumstances that warrant such an adjustment. The request for a fee adjustment shall be in writing and made part of the conditional use application. The adjusted after-the-fact fee shall not be less than the regular application fee.~~

* * *

SECTION 5. That Chapter 118, "Administration and Review Procedures," Article VI, "Design Review Procedures," is hereby amended as follows:

Sec. 118-253. - Application for design review.

(a) The applicant shall obtain a design review application from the planning department, which shall be responsible for the overall coordination and administration of the design review process. When the application is complete, the planning department shall place the application on the agenda and prepare a recommendation to the design review board. The planning department shall determine the date on which the application will be heard by the board; however, the board shall consider the application and planning department recommendation at the next available meeting date after the submission of a completed application to the planning department. Any applicant requesting a public hearing on any application pursuant to this section shall pay, upon submission, the applicable fees in section 118-7. No application shall be considered complete until all requested information has been submitted and all applicable fees paid.

(b) In the event the applicant seeks a preliminary evaluation of a project from the board for information and guidance purposes only, an application for preliminary evaluation shall be required. The planning director, or designee, shall determine the supplemental documents and exhibits necessary and appropriate to complete an application for a preliminary evaluation; the required supplemental documents and exhibits shall serve to describe and illustrate the project proposed in the application in a manner sufficient to enable the board to provide general comments, feedback, information and guidance with respect to the application. Preliminary evaluations by the board shall be for informational purposes only; a preliminary evaluation by the board shall not constitute a binding approval, nor shall any comments, feedback, information or guidance provided by the board be binding upon the board during subsequent review of the preliminary application or a related final application. The board may provide a general comment, feedback, information and guidance during the initial hearing on the application for preliminary evaluations, and may continue discussion on a preliminary evaluation to subsequent meetings in order for the applicant to better address any specific concerns raised by the board or staff, or may elect to terminate the preliminary evaluation process after providing general comments. All preliminary evaluations shall be subject to the noticing requirements provided in section 118-254. Preliminary evaluations shall not constitute a design review approval, and therefore an applicant acquires no equitable estoppel rights or protections of any kind, type or nature based upon the filing or review of the preliminary evaluation application. The board will not issue an order either approving or denying a project or take any formal action on preliminary evaluation application. Preliminary evaluations shall not entitle applicants to any of the benefits accorded to applicants who have received design review approval, inclusive of appeals or rehearings.

Except as used in this section, the use of the phrase "application" throughout this article refers to a completed application for approval and not to a preliminary evaluation application. ~~An applicant may withdraw an application for a preliminary evaluation at any time, provided however, that no fee shall be refunded in the event the withdrawal is made after the giving of notice.~~

~~(c) The design review board may, at its sole discretion, on an individual, case-by-case basis, allow a two-step process for design review approval. The two-step process shall consist of, first: a binding, preliminary concept approval on the issues of urbanism, massing and siting; and second: approval of the project's design details (style, fenestration, materials, etc.). This two-step process shall be subject to the following:~~

~~(1) The design review board shall have the sole discretion, on an individual, case-by-case basis, to decide which development projects may pursue this two-step approval process for design review approval.~~

~~(2) In the event the design review board should authorize the two-step approval process, the applicant shall have a maximum of 120 days from the date of preliminary concept approval on the issues of urbanism, massing and siting, to return to the board with fully developed design drawings and substantial details (style, fenestration, materials, etc.) for final approval, or the entire application shall become null and void. The board, at its sole discretion, may extend the time period to return to the board for final approval, provided that the total time through final approval does not exceed one year from the date of the original submission of the application. The applicant shall have six months from the date of preliminary concept approval on the issues of urbanism, massing and siting, to obtain final approval for the remainder of the project or the entire application shall become null and void. The board, at its sole discretion, may extend the time period to obtain final approval for the remainder of the project up to a maximum of one year from the date of the original submission of the application.~~

* * *

Sec. 118-255. - Reserved ~~Fees~~.

~~(a) An applicant shall pay, upon the submission of an application to the planning department, design and historic preservation division, a fee based upon the following schedule:~~

~~(1) An application for a preliminary evaluation of a project before the design review board shall require a fee as provided in appendix A, which shall not be refundable, nor shall it be applied to reduce any other fees due and payable pursuant to this section.~~

~~(2) An application requiring a hearing before the board for design review approval shall require a base fee plus a fee per square feet of floor area as provided in appendix A.~~

~~(3) An application requiring staff review for minor alterations and minor additions including storefront replacement and storefront reconfiguration shall require a fee as provided in appendix A.~~

~~(4) An application pertaining only to signs, awnings and window replacements. shall require a fee as provided in appendix A.~~

~~(5) An application pertaining only to paint shall require a fee as provided in appendix A.~~

~~(6) If a deferment or clarification hearing is requested by the applicant, an additional fee as provided in appendix A shall be assessed.~~

~~(7) If a deferment or clarification of conditions is requested by the board, there will be no additional fee.~~

~~(8) If the applicant removes his file from the agenda after it has been accepted by the planning, design and historic preservation division, the city shall retain 50 percent of the application fee.~~

~~(9) An application pertaining to extensions of time shall require a fee as provided in appendix A.~~

~~(10) Any after-the-fact application shall incur triple fees.~~

~~a. Notwithstanding the above provision, the design review board or the joint design review board/historic preservation board (when applicable) may adjust the after-the-fact fee based on substantial competent evidence that there are extenuating circumstances that warrant such an adjustment. The request for a fee adjustment shall be in writing. The adjusted after-the-fact fee shall not be less than the regular application fee.~~

~~b. The request shall be:~~

~~1. Part of the design review board or the joint design review/historic preservation board application (when applicable); or~~

~~2. A separate application requesting an adjustment to the after-the-fact fee for a staff level review.~~

~~c. If a request for an adjustment to the after-the-fact fee for a staff level review is submitted, there will be an additional fee as provided in appendix A to place the item on the board's agenda.~~

~~(11) Minor revisions to previously approved plans shall require a fee as provided in appendix A for reviews conducted by staff and one-half of the original fee for plans which were approved by the board.~~

~~(12) Major revisions to plans previously approved by the board shall require a base fees as provided in appendix A plus one-half of the original fee.~~

~~(13) Appeal of a staff decision to the board shall require a fee as provided in appendix A and an appeal of a board decision to the city commission shall require a fee as provided in appendix A. The fee shall be refunded if the applicant prevails in the appeal.~~

~~(14) An application pertaining to the rehearing of a project shall require a fee of one-half of the original fee.~~

~~(b) The fee schedule in subsection (a) of this section is provided to defray the costs associated with the administration of this section.~~

* * *

SECTION 6. That Chapter 118, "Administration and Review Procedures," Article VII, "Division of Land/Lot Split," is hereby amended as follows:

Sec. 118-321. - Purpose, standards and procedure.

* * *

A. Procedure.

(1) All applicants shall provide as part of the application process copies of all deed restrictions, reservations or covenants applicable to the building site, lot, plot or parcel of land being considered for division or split, and an opinion of title that, as of a date not more than 120 days before the planning board's decision upon the application, none of such matters prevent or serve as exceptions to the division or split requested. No variance from this requirement shall be allowed.

(2) Any applicant requesting a public hearing on any application pursuant to this section shall pay upon submission all applicable fees in section 118-7. No application shall be considered complete until all requested information has been submitted and all applicable fees paid. ~~Any applicant requesting the establishment or separation of building sites shall pay the fee for division of lot or lot split as provided in appendix A. The fees in this section are for the purpose of defraying expenses of public notices and other administrative costs in connection with processing applications. An additional fee as provided in appendix A shall be required for an after-the-fact application.~~

(3) ~~If a deferment or an extension of time is requested by the applicant, an additional fee as provided in appendix A shall be assessed.~~

~~(4) If a request for a deferral is submitted by the administration or the planning board, and not at the request of an applicant, there will be no additional charge.~~

~~(5) If the applicant withdraws the application after it has been accepted by the planning department, but prior to the public noticing of the request, the city shall refund 50 percent of required fees.~~

* * *

~~D. *Procedure to request adjustment to the after-the-fact fee.* The planning board may adjust the after-the-fact fee based on substantial competent evidence that there are extenuating circumstances that warrant such an adjustment. The request for a fee adjustment shall be in writing at the time the application for a lot split is filed with the planning department. The adjusted after-the-fact fee shall not be less than the regular application fee.~~

* * *

SECTION 7. That Chapter 118, "Administration and Review Procedures," Article VIII, "Procedure for Variance and Administrative Appeals," is hereby amended as follows:

Sec. 118-353. - Variance applications.

(a) An application for a variance for the following items is prohibited: Floor area ratio, required parking (except as provided for in these land development regulations), a request pertaining to the reduction of an impact fee, lot area when determining floor area ratios, maximum number of stories, or any maximum building height variance greater than three feet. Any applicant requesting a public hearing on any application pursuant to this section shall pay, upon submission, the applicable fees in section 118-7. No application shall be considered complete until all requested information has been submitted and all applicable fees paid.

* * *

Sec. 118-357. - ~~Fees~~ Reserved.

~~The fee schedule in this section is established for the purpose of defraying expenses of public notices, postage, printing, determining the impact of the request and other administrative costs in connection with variance requests pertaining to these land development regulations; when it is alleged there is an error in any administrative order, requirement, decision, or determination made by an administrative official in connection with these land development regulations; or a request for the board to clarify a condition, finding, or amend a decision.~~

~~(1) Variances, appeals from administrative decisions and signs:~~

~~a. For single-family residences a filing fee as provided in appendix A plus a fee as provided in appendix A for each individual variance requested.~~

~~b. For multifamily, commercial, industrial or mixed use development properties a filing fee as provided in appendix A plus a fee as provided in appendix A for each individual variance requested.~~

~~c. For an appeal from an administrative decision there shall be a fee as provided in appendix A.~~

~~d. For signs there shall be a fee as provided in appendix A, plus a fee as provided in appendix A per request.~~

~~e. With the exception of variances associated with single-family residences, the application fee shall be supplemented by an additional fee as provided in appendix A per mailing address.~~

~~(2) If a deferment is requested by the applicant, an additional fee shall be assessed as follows:~~

~~a. For single-family residences there shall be a fee per variance as provided in appendix A.~~

~~b. For multifamily, commercial, industrial or mixed use development there shall be a fee per variance as provided in appendix A.~~

~~c. For an appeal from administrative decision there shall be a fee as provided in appendix A.~~

~~d. For signs there shall be a fee per variance or sign whichever is greater as provided in appendix A.~~

~~(3) If a request for a deferral is approved by the board of adjustment, and not at the request of an applicant, there will be no additional fee.~~

~~(4) When an applicant requests a clarification, extension of time, an amendment to a previous board of adjustment decision, or any other request that is not a variance or appeal of an administrative decision, a fee as provided in appendix A shall be assessed. Public notice requirements listed in section 118-134 shall be applied.~~

~~(5) If the applicant withdraws his application after it has been accepted by the planning, design and historic preservation division, the city shall refund 50 percent of all required fees and no further refund shall be made.~~

~~(6) A public hearing or appearance by the applicant before the board shall not be scheduled or permitted until the planning, design and historic preservation division has determined that the application is complete and all fees have been paid.~~

~~(7) After-the-fact variances shall automatically incur triple fees. Notwithstanding this provision, the board may adjust the after-the-fact fee based on substantial competent evidence that there are extenuating circumstances that warrant such an adjustment. The request for a fee adjustment shall be in writing and made part of the variance application. The adjusted after-the-fact fee shall not be less than the regular application fee.~~

* * *

SECTION 8. That Chapter 118, "Administration and Review Procedures," Article IX, "Nonconformances," is hereby amended as follows:

Sec. 118-399. - ~~Procedure for retention of illegally subdivided units, undersized units or illegally installed kitchens~~ Reserved.

~~The following procedure is only applicable to zoning violation notices for buildings or structures which contain units which are illegally subdivided, units which have illegally installed kitchens and existing units which are below the minimum size established by the city. Units shall be defined as apartment units, hotel units and adult congregate living facility units.~~

~~(1) Options. Upon receiving a zoning violation notice relating to units which are illegally subdivided, units which have illegally installed kitchens and units which are below the minimum size established by the city the property owner shall appear before the code enforcement special master at the scheduled hearing and state which of the following actions the owner will take. If the owner fails to appear before the code enforcement special master at the scheduled hearing, prosecution of the violations shall start immediately. An owner may wish to voluntarily conform with this section by complying with the below procedures. The owner may either:~~

~~a. Come into compliance with the parking, density and floor area regulations of these land development regulations with regard to these units and obtain a new certificate of occupancy or certificate of completion, whichever is appropriate, within six months from the date the zoning violation notice was received; or~~

~~b. Conform to the building or structure's approved floor plan on record with the city's building services department; or~~

~~c. Establish these units as legally nonconforming by:~~

~~1. Paying a fee as provided in appendix A, plus a processing fee as provided in appendix A per unit which is in violation to the planning, design, and historic preservation division; and~~

~~2. By bringing the building into compliance with the following codes and requirements within six months of the date the zoning violation notice was received:~~

~~i. Owner must show affirmative proof that the building was purchased prior to September 30, 1987, or if at a subsequent date, the owner must submit proof and an affidavit to the effect that the conditions in the building existed prior to its purchase and prior to September 30, 1987.~~

~~ii. These land development regulations, with the exception of parking, density and floor area regulations (owner must comply with all other land development regulations).~~

~~If the building is located within an historic district or historic site as defined in these land development regulations, all exterior and public interior improvements shall substantially meet the design criteria as listed in the secretary of interior's standards for rehabilitation and guidelines for rehabilitating historic structures, as amended, as well as the certificate of appropriateness criteria in Article X of these Land Development Regulations. Compliance with this requirement is to be determined by the planning department.~~

~~iii. The applicable Florida Building Code.~~

~~iv. Fire prevention and safety code.~~

~~v. Section 58-176 et seq., pertaining to property maintenance standards, and section 58-336 et seq., pertaining to rental housing.~~

~~vi. Owner must have paid and met all requirements with regard to permit and license fees.~~

~~vii. Owner must have no outstanding city liens on the property in question.~~

~~If the property owner does not comply with all of the above within six months of the date the zoning violation notice was received, the owner shall be prosecuted before the code enforcement special master for the existing violations.~~

~~(2) City administration procedures. The department of code compliance shall provide a monthly listing of all properties cited with the zoning violations in question to the affected departments. Each of the affected department heads shall send a written report to the planning and zoning director regarding the status of the building. The~~

~~report shall be sent to the planning department upon compliance with the applicable code or requirement, or six months from the date of the zoning violation notice in question, whichever occurs first. The departments required to send a written report are as follows:~~

~~a. Fire department.~~

~~b. Department of code compliance.~~

~~c. Building services department.~~

~~d. Planning department.~~

~~e. Finance department, revenue division, lien section.~~

~~Upon receipt by the planning department from all affected departments that there are no existing violations on the subject property the planning department will notify the building official to correct the building card so that the illegally nonconforming units will now be legally nonconforming.~~

~~(3) Structures which are not eligible to use this procedure.~~

~~a. Buildings which are subject to the county unsafe structures board orders are not eligible to retain illegally nonconforming units under the option in subsection 118-399(1)c.~~

~~b. Units with less than 200 square feet per unit are not eligible to be retained under the option in subsection 118-399(1)c.~~

~~c. If compliance with this procedure would require the owner to make improvements totaling 50 percent or more of the value determination of the property if located north of Sixth Street or 50 percent or more of the county tax assessed value for properties in the redevelopment area, the owner will not be permitted to retain the illegally nonconforming units pursuant to the option in subsection 118-399(1)c.~~

~~(4) Subsequent renovations greater than 50 percent of value of structure or replacement value. If a building comes into compliance pursuant to the option in subsection 118-399(1)c. and subsequently the owner makes renovations totaling 50 percent or more of the value determination of the property if located north of Sixth Street or 50 percent or more of the replacement value for properties in the redevelopment area, the owner must bring the building into compliance with the density, parking and floor area regulations of these land development regulations and will not be able to retain the legally nonconforming units.~~

* * *

SECTION 9. That Chapter 118, "Administration and Review Procedures," Article X, "Historic Preservation," Division 3, "Issuance of Certificate of Appropriateness/Certificate to Dig/Certificate of Appropriateness for Demolition," is hereby amended as follows:

Sec. 118-563. - Review procedure.

Any applicant requesting a public hearing on any application pursuant to this section shall pay, upon submission, the applicable fees in section 118-7. No application shall be considered complete until all requested information has been submitted and all applicable fees paid.

* * *

(h) In the event the applicant seeks a preliminary evaluation of a project from the board for information and guidance purposes only, an application for preliminary evaluation shall be required. The planning director, or designee, shall determine the supplemental documents and exhibits necessary and appropriate to complete an application for a preliminary evaluation; the required supplemental documents and exhibits shall serve to describe and illustrate the project proposed in the application in a manner sufficient to enable the board to provide general comments, feedback, information and guidance with respect to the application. Preliminary evaluations by the board shall be for informational purposes only; a preliminary evaluation by the board shall not constitute a binding approval, nor shall any comments, feedback, information or guidance provided by the board be binding upon the board during subsequent review of the preliminary application or a related final application. The board may provide general comment, feedback, information and guidance during the initial hearing on the application for preliminary evaluations, and may continue discussion on a preliminary evaluation to subsequent meetings in order for the applicant to further address any specific concerns raised by the board or staff, or may elect to terminate the preliminary evaluation process after providing general comments. All preliminary evaluations shall be subject to the noticing requirements provided in subsection 118-8. Preliminary evaluation applications shall not constitute a certificate of appropriateness approval, and therefore an applicant acquires no equitable estoppel rights or protections of any kind, type or nature based upon the filing of the preliminary evaluation application. The board will not issue an order either approving or denying a project or take any formal action on preliminary evaluation applications. Preliminary evaluations shall not entitle applicants to any of the benefits accorded to applicants who have received certificate of appropriateness approval, inclusive of appeals or rehearings. Except as used in this section, the use of the phrase "application" throughout this article refers to a completed application for approval and not to a preliminary evaluation application. ~~An applicant may withdraw an application for a preliminary evaluation at any time; provided, however, that no fee shall be refunded in the event the withdrawal is made after the giving of notice.~~

* * *

Sec. 118-564. - Decisions on certificates of appropriateness.

Any applicant requesting a public hearing on any application pursuant to this section shall pay, upon submission, the applicable fees in section 118-7. No application shall be considered complete until all requested information has been submitted and all applicable fees paid.

* * *

(7) Reserved. ~~The fees in this subsection (f)(7) are for the purpose of defraying expenses of public notices and other administrative costs in connection with processing applications for a certificate of appropriateness and a certificate of appropriateness for demolition, including amendments for a certificate of appropriateness for demolition:~~

~~a. A fee as provided in appendix A for projects requiring board approval, and a fee as provided in appendix A for projects reviewed by staff. However, after-the-fact applications shall automatically incur triple fees.~~

~~1. Notwithstanding the above provision, the board may adjust the after-the-fact fee based on substantial competent evidence that there are extenuating circumstances that warrant such an adjustment. The request for a fee adjustment shall be in writing. The adjusted after-the-fact fee shall not be less than the regular application fee.~~

~~2. The request shall be:~~

~~i. Part of the board application; or~~

~~ii. A separate application requesting an adjustment to the after-the-fact fee for a staff level review.~~

~~3. If a request for an adjustment to the after-the-fact fee for a staff level review is submitted, there will be an additional fee as provided in appendix A to place the item on the board's agenda.~~

~~b. If an applicant withdraws the application prior to the date of the public hearing and requests a new hearing date, a new fee is required. The fee is to defray the costs of scheduling the new public hearing, to notify the property owners of the cancellation of the original public hearing and establishment of the revised hearing date.~~

~~c. If an applicant withdraws an application prior to an advertised public hearing, one-half of the fees paid shall be retained by the city.~~

* * *

SECTION 10. That Chapter 118, "Administration and Review Procedures," Article X, "Historic Preservation," Division 4, "Designation," is hereby amended as follows:

Sec. 118-591. - Historic designation procedure.

Any applicant other than the city commission, a city board or other city official, requesting a public hearing on any application pursuant to this section shall pay, upon submission, the applicable fees in section 118-7. No application shall be considered complete until all requested information has been submitted and all applicable fees paid.

(a) Requests for designation.

(1) Requests for designation of an individual historic site or district may be made to the historic preservation board by motion of the board, the city manager, by resolution of the planning board or city commission, by any property owner in respect to his own property, by a majority of property owners of record within a proposed district, by

resolution of the county historic preservation board, or by resolution of any organization whose purpose is to promote the preservation of historic sites.

(2) Proposals for designation shall include a completed application form available from the planning department.

~~(3) Fees for requests shall be as follows:~~

~~a. A request initiated by any entity other than the city commission, a city board or other city official as set out in subsection 118-591(a)(1) for site designation shall include an application fee as provided in appendix A.~~

~~b. A request initiated by any entity other than the city commission, a city board or other city official as set out in subsection 118-591(a)(1) for district designation shall include an application fee per platted lot as provided in appendix A.~~

* * *

(g) Designation procedures initiated by owners of single-family homes in single-family districts. Notwithstanding the above, the following shall apply to any request by property owners for the individual designation of their single-family homes as historic structures:

* * *

(2) Public notice requirements. At least 30 days prior to the public hearing date for the subject designation, a description of the request with the time and place of the public hearing, shall be advertised in a paper of general paid circulation in the community.

(3) Reserved. ~~Fee. An application for the individual designation of a single-family home shall not require a fee~~.

* * *

SECTION 11. That Chapter 138, "Signs," Article IV, "Temporary Signs," is hereby amended as follows:

Sec. 138-135. - Real estate signs—Single-family residential.

* * *

(e) Special conditions for these real estate signs shall be as follows:

* * *

(5) Each primary sign shall receive a permit from the license department, which shall charge a fee as set forth in appendix A per primary sign or at no cost if permit(s) is applied for and obtained online. There shall be no additional charge for strip or "open house" type signs.

Sec. 138-136. - Real estate signs—Multifamily, commercial, industrial, vacant land.

* * *

(e) Special conditions for these real estate signs shall be as follows:

* * *

(5) Each individual sign shall receive a permit from the license department which shall charge a fee per sign as provided in appendix A or at no cost if permit(s) is applied for and obtained online.

SECTION 12. 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," is hereby amended as follows:

Sec. 142-108. - Provisions for the demolition of single-family homes located outside of historic districts.

(a) Criteria for the demolition of an architecturally significant home. Pursuant to a request for a permit for partial or total demolition of a home constructed prior to 1942, the planning director, or designee, shall; or independently may, make a determination whether the home is architecturally significant according to the following criteria:

(1) The subject structure is characteristic of a specific architectural style constructed in the city prior to 1942, including, but not limited to, Vernacular, Mediterranean Revival, Art Deco, Streamline Moderne, or variations thereof.

(2) The exterior of the structure is recognizable as an example of its style and/or period, and its architectural design integrity has not been modified in a manner that cannot be reversed without unreasonable expense.

(3) Significant exterior architectural characteristics, features, or details of the subject structure remain intact.

(4) The subject structure embodies the scale, character and massing of the built context of its immediate area.

The date of construction shall be the date on which the original building permit for the existing structure was issued, according to the City of Miami Beach Building Permit Records. If no city building permit record exists, the date of construction shall be as determined by the Miami-Dade County Property Appraiser.

Any applicant requesting a determination as to the architectural significance of any single-family home constructed prior to 1942 shall pay upon submission all applicable fees in section 118-7. No application shall be considered complete until all requested information has been submitted and all applicable fees paid. Within ten days of posting any required notice, interested persons may submit information to the planning director to take into consideration in evaluating the application. The director shall file the determination with the city clerk no later than five (5) days after the decision is made.

~~All requests for a determination as to the architectural significance of any single-family home constructed prior to 1942 shall be in writing, signed by the property owner, stating~~

~~specifically the reasons asserted for the requested determination and shall include a copy of the building card, current color photos of the home, and any microfilm on record, and two sets of mailing labels, with the names and addresses of all property owners of land located within 375 feet of the exterior boundary of the subject property, and an original certified letter stating that the ownership list and mailing labels are a complete and accurate representation of the real property and property owners within 375 feet of the subject property; such letter must be dated and give the address of the subject property and its legal description, subdivision and plat book number and page and state the source for this information. Within five days of the receipt of a request, the planning department shall post a notice on the subject site and notice shall be given by mail to the owners of record of land lying within 375 feet of the property; the mail notification requirement shall be the responsibility of the applicant and must be completed within three days of the receipt of the notice. Within ten days of posting the notice, interested persons may submit information to the planning director to take into consideration in evaluating the request. The director shall file the decision with the city clerk.~~

* * *

(i) New construction procedures for single-family homes demolished without required approvals or permits. For those properties where a single-family home constructed before 1942 was demolished without prior approval of the planning department, the design review board or the single-family residential review panel, and without the required permits from the building official, in addition to any other applicable law in this Code or other codes, the following shall apply prior to the issuance of any building permit for any new construction on the subject site:

* * *

~~(9) Fees. The fee schedule below is provided to defray the costs associated with the administration of this subsection. All applications to the design review board for the review of new construction as described herein shall require the following fees, upon the submission of an application to the planning department:~~

~~a. Any application requiring a hearing before the board for design review approval shall require a base fee plus a fee per square feet of floor area as provided in appendix A.~~

~~b. If a deferment or clarification hearing is requested by the applicant, an additional fee as provided in appendix A shall be assessed.~~

~~c. If a continuance or clarification of conditions is requested by the board, there will be no additional fee.~~

~~d. If the applicant removes a file from the agenda after it has been accepted by the planning department, the city shall retain 50 percent of the application fee.~~

~~e. Any after-the-fact application shall incur triple fees.~~

~~1. Notwithstanding the above provision, the design review board may adjust the after-the-fact fee based on good cause shown. The request for a fee adjustment shall be in writing and shall be part of the design review board application. The adjusted after-the-fact fee shall not be less than the regular application fee.~~

~~2. The request shall be part of the design review board application.~~

~~f. Revisions to plans previously approved by the board shall require a base fee as provided in appendix A plus one-half of the original fee.~~

SECTION 13. 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 14. REPEALER.
All ordinances or part of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 15. SEVERABILITY.
If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 16. EFFECTIVE DATE.
This Ordinance shall take on April 1, 2016 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

11-23-15
City Attorney Date

First Reading: October 14, 2015
Second Reading: December 9, 2015

Verified by:_____
Thomas R. Mooney, AICP
Planning Director

Underscore denotes new language
~~Strikethrough~~ denotes deleted language

[Sponsored by Commissioner Joy Malakoff]

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LAND DEVELOPMENT AND PERMITTING FEES

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, FLORIDA, AMENDING APPENDIX A, "FEE SCHEDULE" TO REVISE BUILDING, FIRE, PLANNING, AND PUBLIC WORKS FEES CHARGED FOR SERVICES RELATED TO LAND DEVELOPMENT AND PERMITTING; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, 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 Code of Ordinances contains fees for development review, permitting, and other services to cover the costs of implementing the regulations contained therein; and

WHEREAS, the City Administration has reviewed the structure of fees associated with land development and permit review and determined a more efficient, effective and transparent way to asses fees for these services is necessary; and

WHEREAS, in an effort to align revenues to the incurred costs of review for land development and permitting services a modification to the fees assessed for such services is warranted; 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 Appendix A "Fee Schedule", is hereby amended as attached in "Exhibit A."

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 on April 1, 2016 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

11/23/15

City Attorney Date

First Reading: October 14, 2015
Second Reading: December 9, 2015

Underscore denotes new language
~~Strikethrough~~ denotes deleted language

[Sponsored by Commissioner Joy Malakoff]

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"EXHIBIT A"

APPENDIX A - FEE SCHEDULE

FEE SCHEDULE

This appendix includes all fees and charges established by the city commission that are referred to in the indicated sections of the Code of Ordinances:

Section this Code	Description	Amount
	Subpart A. General Ordinances	
	Chapter 2. Administration	
	Article V. Finance	
2-277	Fee for dishonored checks	$20.00
	Or 5% of face amount of check	
	Article VII. Standards of Conduct	
	Division 3. Lobbyists	
2-482(a)	Registration fee	25.00
2-482(f)	Biennial registration	125.00
	~~Chapter 6. Alcoholic Beverages~~	
	~~Article I. In General~~	
~~6-2(a)~~	~~Service charge for review of application for license .....~~	~~65.00~~
	Chapter 14. Building Regulations Part I	

Article II. Construction Standards

Division 1. Generally

14-33(b)	Delinquency penalty for violation of article:	
	First month, 10%	
	Subsequent months, 5%	
14-37	Hearing requested by aggrieved owner/applicant for denial of certificate of use, determination of fees/penalties due, and/or warning of potential suspension/revocation	75.00

Section this Code	Description	Amount (Effective June 2, 2014)
	Division 2. Permit Fees	
14-61(b)	Double fees for starting work prior to issuance of permit, plus the following penalty:	
	First offense	~~$120.00~~ 100.00
	Second offense	~~239.00~~ 250.00
	Subsequent offenses	~~597.00~~ 1,000.00
14-61(c)(1)	Reinspection fee:	
	In compliance with F.S § 553.80(2)(c), any subsequent reinspection after	

	the first reinspection shall be charged four times the cost of first inspection or first reinspection, whichever is greater. The cost of inspections is calculated based on the actual time spent by the inspector multiplied by the inspection fee hourly rate, as specified in subsection 14-61(g~~h~~). The actual time of inspection is rounded up to the ~~next quarter~~ hour. ~~segment.~~	
	First reinspection	0.00
	Second and subsequent reinspection(s): Based on four times the cost of first inspection or first reinspection, whichever is greater at a rate pursuant to 14-61 (g)	
	Reinspection of existing building to determine compliance with the applicable Building Code: Based on four times the cost of first inspection or first reinspection, whichever is greater. The cost of inspections is calculated based on the actual time spent by the inspector multiplied by the inspection fee hourly rate, as specified in subsection 14-61(g). The actual time of inspection is rounded up to the hour.	
14-61(d)	Lost plans fee:	
	Administrative processing fee	50.00
	Plus the cost per page reproduced:	
	• Letter (8½ × 11), Legal (8½ × 14), single sided, per page ~~and Ledger (11 × 17)~~	~~1.04~~ .15
	• Letter (8 ½ x 11), Legal (8 ½ x 14), double sided, per page	.20
	• Certified documents (letter or legal)	1.00
	Documents on Compact Discs (CDs)	3.00
	Reproduction of documents beyond legal	At cost to City
	~~• Arch D (24 × 36) and Arch E (36 × 48)~~	~~2.29~~
	~~• Other copies, up to legal size~~	~~0.016~~

	Revised plans processing fee:	
	Commercial minor revisions 1 to 5 pages	200.00
	Commercial major revisions 6 to 30 pages	500.00
14-61(e)	Commercial total revision 31+ pages	50% of Original Permit Fee
	Residential minor revision 1 to 5 pages	100.00
	Residential major revision 6 to 15 pages	200.00
	Residential total revision 16+ pages	50% of Original Permit Fee
	Administrative processing fee	50.00
14-61(f)	Lost permit card. Fee per required signature	~~78.00~~ 80.00
14-61(g)	~~Plans review and inspection~~ Inspection fee hourly rate	
	The ~~plan review and~~ inspection fee hourly rate is calculated at the beginning of each fiscal year based on the department's approved budget, overhead and indirect costs and the resources assigned to the inspection program.	
~~14-61(h)~~	~~Dedicated inspectors: The requester will pay for the dedicated inspector in addition to the regular permit fee. The fee for the dedicated inspector is based on actual time spent on inspection multiplied by the dedicated inspector's cost to the city or the inspection fee hourly rate, as specified in subsection 14-61(g), whichever is greater.~~	
14-61(h~~i~~)	Plans re-review fee:	
	First and second re-review	0.00
	Plans re-review fee. Pursuant to the Florida Building Commission, and in	

	compliance with F.S. § 553.80(2) (b), when extra plans reviews are due to the failure to correct code violations specifically and continuously noted in each rejection, each time after the third such review that plans are rejected for the same code violation, a fee of four times the amount of the proportion of the permit fee shall be attributed to plans review.	
	~~Third and subsequent re-reviews: Based on four times the amount of the upfront fee as specified in subsection 14-62(a) in compliance with F.S § 553.80(2)(b), any subsequent re-reviews after the third review shall be charged a fee four times the amount of the proportion of the permit fee attributed to the plans review. The fee for plans review is calculated based on the actual time spent by the plans reviewer multiplied by the plans review hourly rate, as specified in subsection 14-61(g).~~	
14-61(ij)	Expedited plan review and inspection fee: Upon request from the applicant, the department may schedule an expedited plans review or inspection on an overtime basis by department staff. Fee for each review or inspection requested.	250.00
	~~Express plan review - Available for first review only: Percent of building permit fee line item~~	~~50%~~
14-61n(~~p~~)	Phase permits:	
	Commercial new construction	2,000.00
	Commercial alteration	1,500.00
	Residential new construction	1,000.00
14-62(a)	Up-front processing fee: Percent of estimated permit fee or the minimum processing fee, whichever is greater.	
	Percent of estimated permit fee rounded up to the nearest $5.00 increment	20%

	Minimum up-front fee	50.00
14-62(b)(4)~~b.2.~~	Change of contractor	100.00
14-62(b)(5)~~(4)b.2.a~~	Change of architect or engineer	100.00
14-62(b)(6)	One time request for building permit extension (permit must not be expired)	100.00
14-62(b)(6)	Additional request for building permit extension (permit must not be expired): Percent of building permit fee line item	100%
14-62(b)(7)	New or renewed permits for expired, revoked and nullified or voided permits	25% of original permit fee
14-62(b)(7)	Processing fee	100.00
14-62(c)	Building permit fees:	
	Minimum permit fee	100.00

Commercial Permit Fees for Building Permits:

Permit fee for a building whose estimated construction cost is equal to or less than $30 million is 2.0% of the cost of construction as approved by the Building Official or his designee, plus 1.0% of the construction cost for any amount over $30 million as approved by the Building Official or his designee.

Residential Permit Fees for Building Permits

Residential: Single-family, Duplex:
Permit fee for a building whose estimated construction cost is equal to or less than $1 million is 1.8% of the cost of construction as approved by the Building Official or his designee, plus 1.0% of the construction cost for any amount over $1 million as approved by the Building Official or his designee.

Temporary and Special Event Fees

Temporary platforms for public assembly, first approval	104.00
Temporary bleachers for public assembly, first approval	95.00
Temporary platforms or bleachers for public assembly, re-approval	20.00
Tents excluding electric and plumbing, per tent	
• Up to 1,000 square feet	104.00
• Each additional 1,000 square feet over 1,000	28.00
Temporary structure/trusses/statues (no electrical or plumbing included)	104.00
Temporary chiller	462.00
Temporary generator	237.00
Construction trailer, per trailer	568.00
Office trailer, per trailer	686.00
Temporary power for construction	225.00
Temporary power for test	189.00
Temporary multi-seat toilet trailer, per trailer	80.00
Temporary individual toilet, per event	17.00
Amusement rides	60.00
Temporary electric work on circuses, carnivals, per show	312.00
Temporary fencing	150.00
Electrical installation - Small events (1—10 tents, bleachers, stages and other structures)	250.00
Electrical installation - Large events (more than 10 tents, bleachers, stages	500.00

	and other structures)	
	Mechanical installation - Small events (1—10 tents, bleachers, stages and other structures)	250.00
	Mechanical installation - Large events (more than 10 tents, bleachers, stages and other structures)	500.00
	Plumbing installation - Small events (1—10 tents, bleachers, stages and other structures)	250.00
	Plumbing installation - Large events (more than 10 tents, bleachers, stages and other structures)	500.00
14-63	Plumbing permit fees:	
	Minimum plumbing permit fee	100.00
	This minimum does not apply to permits issued as supplementary to current outstanding permits for the same job.	
	Commercial Permit Fees for Plumbing Permits	
	Permit fee for a building whose estimated construction cost is equal to or less than $30 million is 2.0% of the cost of construction as approved by the Building Official or his designee, plus 1.0% of the construction cost for any amount over $30 million as approved by the Building Official or his designee.	
	Residential Permit Fees for Plumbing Permits	
	Residential: Single-family, Duplex: Permit fee for a building whose estimated construction cost is equal to or less than $1 million is 1.8% of the cost of construction as approved by the Building Official or his designee, plus 1.0% of the construction cost for any amount over $1 million as approved by the Building Official or his designee.	
14-64	Electrical permit fees:	
	Minimum electrical permit fee: This minimum does not apply to permits issued as supplementary to current outstanding permits for the same job.	100.00

Commercial Permit Fees for Electrical Permits

Permit fee for a building whose estimated construction cost is equal to or less than $30 million is 2.0% of the cost of construction as approved by the Building Official or his designee, plus 1.0% of the construction cost for any amount over $30 million as approved by the Building Official or his designee.

Residential Permit Fees for Electrical Permits

Residential: Single-family, Duplex:
Permit fee for a building whose estimated construction cost is equal to or less than $1 million is 1.8% of the cost of construction as approved by the Building Official or his designee, plus 1.0% of the construction cost for any amount over $1 million as approved by the Building Official or his designee.

14-65 Mechanical permit fees:

Minimum mechanical permit fee. This minimum does not apply to permits issued as supplementary to current outstanding permits for the same job.	100.00

Commercial Permit Fees for Mechanical Permits

Permit fee for a building whose estimated construction cost is equal to or less than $30 million is 2.0% of the cost of construction as approved by the Building Official or his designee, plus 1.0% of the construction cost for any amount over $30 million as approved by the Building Official or his designee.

Residential Permit Fees for Mechanical Permits

Residential: Single-family, Duplex:
Permit fee for a building whose estimated construction cost is equal to or less than $1 million is 1.8% of the cost of construction as approved by the Building Official or his designee, plus 1.0% of the construction cost for any amount over $1 million as approved by the Building Official or his designee.

Smoke control test

• Up to 10,000 square feet	~~208.00~~

	200.00
• 10,000 to 50,000 square feet	~~708.00~~ 500.00
• Over 50,000 square feet	~~1,063.00~~ 1,000.00

Elevators, escalators and other lifting apparatus:

Permit for new installation or major revamping per ASME A17.1 Section 8.7
Building permit required (includes initial inspection and certificate).

Installation of traction elevators and escalators, per unit	
• Up to three stories	2,218.00
• 3—10 stories	2,705.00
• Each additional story over 10	84.00
Installation of hydraulic elevator, per unit	
• Up to three stories	1,154.00
• 3—10 stories	1,468.00
Installation of escalator, per unit	2,158.00
Installation of parking lifts, per unit	200.00
Installation of robotic parking, per apparatus	3,000.00
Installation of residential elevator, per unit	1,213.00
Installation of wheelchair lift, chair stairs and dumbwaiter	976.00

Elevator Repair and Maintenance

Annual maintenance repair permit (not to include major revamping)	602.00
Repairs (value over $5,000.00) per ASME 17.1, Section 8.62	633.00
Repairs (jack/oil lines) up to $5,000.00	250.00
Repairs (can interior/other) up to $5,000.00	250.00
Roof window cleaning machine, each machine	108.00
Permit for removal of elevator from service	570.00
Elevator tests, temporary use, variances and compliance inspections:	
Emergency power test	1,084.00
Elevator fire recall test, per unit	1,022.00
Temporary use permit (must be renewed every 30 days)	1,317.00
Temporary use renewal	100.00
Application for variances from codes to install or modernize equipment	519.00
Annual fees for certificate of operation and inspection	
Certificate of operation for each unit (mandated)	75.00
Renewal of delinquent certificate of operation	100.00
Duplicate certificate of operation (mandated)	25.00
Dumbwaiters, elevators and escalators — Certificate and inspection:	
Monitoring/jurisdictional fee	200.00
Reinspection fee, each reinspection	104.00
Witnessing of 1-year tests per ASME A17.1, part X, section 1000, rule 1000.1b	208.00

	Witnessing of 5-year tests per ASME A17.1, Part X, section 1000, rule 1000.1b	260.00
	Compliance inspection if witnessed test failed, per inspection	104.00
	Any elevator, escalator, etc., owner who fails to comply with the order to correct a violation issued within 30 days, is subject to an administrative fine up to $500.00 in addition to any other penalty provided by law. Fines can be imposed for every 30-day period that the violation remains active.	
	These fines, before or after paid, can be appealed to the department director whose decision shall be final. No clearance for the use of the elevator shall be given until these fines have been paid or waived.	
	Boilers and pressure vessels, installation permit fees, including initial inspections and certificate; does not include installation or connection of fuel and water lines:	
	Boilers (as defined in the ASME Boiler and Pressure Vessel Code):	
	Annual inspection for boilers	260.00
14-66(1)	Certificate of occupancy fees:	
	Residential units R-1, R-2, and R-3, per unit	110.00
	All commercial occupancies except R-1 and R-2, per square foot	0.05
	Minimum fee for commercial certificates of occupancy	250.00
	When a temporary certificate of occupancy or completion has been issued and the fee has been paid, the fee for a final certificate of occupancy or completion	0.00
14-66(1)	Temporary certificate of occupancy or completion fees:	
	100 percent of final certificate of occupancy or completion fee plus the cost of any additional required inspections. Additional required inspections will be charge based on actual time spent on inspection multiplied by the hourly rate, as specified in section 14-61(h).	

	Extension of temporary certificate of occupancy or completion, per period as set by the building official. Percent of final certificate of occupancy or completion fee:	100%
14-66(1)	Certificate of completion fees:	
	Certificate of completion fees for residential ~~reconfiguration of space are the same as certificate of occupancy fees per section 14-66(1)a.~~	100.00
	Certificate of completion fees for commercial ~~Minimum fee for commercial certificates of completion~~	250.00
	~~Swimming pool~~	~~237.00~~
	~~Kitchen/bath~~	~~79.00~~
	~~Generator~~	~~168.00~~
	~~Docks/seawalls~~	~~237.00~~
	~~A/C units and cooling towers per permit~~	~~188.00~~
	~~All other certificates of completion, minimum fee~~	~~188.00~~
~~14-66(3)g.~~	~~Certificate of use fees:~~	
	~~Apartments, including condominiums:~~	
	~~3—50 units~~	~~52.50~~
	~~Each additional unit over 50~~	~~1.50~~
	~~Hotel, motel and roominghouses:~~	
	~~3—50 units~~	~~52.50~~
	~~Each additional unit over 50~~	~~1.50~~
	~~Retail, wholesale, storage, manufacturing, garages, office, miscellaneous:~~	
	~~Up to 5,000 square feet~~	~~52.50~~

	~~Over 5,000 square feet~~	~~105.00~~
	~~Open areas (parking lots, boat sales, and auto sales), flat fee~~	~~52.50~~
	~~Restaurants (bars, lounges):~~	
	~~First 60 seats~~	~~52.50~~
	~~Each additional 20 seats~~	~~15.00~~
	~~Adult congregate living facilities, nursing homes, hospitals, convalescent homes, etc.:~~	
	~~Up to 50 beds~~	~~60.00~~
	~~Each additional bed over 50~~	~~1.50~~
	~~Day care centers, nursery schools, private schools~~	~~60.00~~
	~~Theatres:~~	
	~~Up to 500 seats~~	~~52.50~~
	~~Over 500 seats~~	~~105.00~~
	~~Church, synagogue, temple~~	~~52.50~~
	~~Municipal buildings, county, state, and federal facilities and public schools, etc., are exempt~~	
	~~Marinas (marine dockage):~~	
	~~3 to 15 boatslips~~	~~52.50~~
	~~16 to 50 boatslips~~	~~75.00~~
	~~Each additional boatslip over 50~~	~~1.50~~
~~14-67.1~~	~~Reinspection of existing building to determine compliance with the applicable building code: Based on actual time spent on inspection multiplied by the inspection fee hourly rate, as specified in subsection 14-~~	

~~61(g).~~

	Forty-year recertification program fee:	
14-67(a)	Per building	600.00
	Building official approval of 6-month extension for building recertifications	600.00
14-67(b)~~(c)~~	Late compliance fee, regular fee, plus	260.00
14-67(c)	New inspection report fee if recertification not completed within 90 days of building's being declared unsafe.	312.00
~~14-67.2~~ 14-69	Employee training, education, safety, and technology procurement and implementation for service enhancement surcharge is 6 percent of each and every permit fee	
14-70	Other general fees	
14-70(1)	Pursuant to Florida Statutes § 553.721, in order for the department of business and professional regulation to administer the Florida Building Code, there is created a surcharge to be assessed at the rate of 1.5 percent of the permit fee associated with enforcement of the Florida Building Code. The minimum amount collected on any permit issued shall be $2.00.	
14-70(2)	Pursuant to Miami-Dade County Ordinance 8-12(e), a surcharge to building permits for county code compliance program, per $1,000.00 of work valuation	0.60
14-70(3)	Pursuant to Florida Statutes § 468.631, the building code administrator's and inspector's fund shall be funded through a surcharge to be assessed at the rate of 1.5 percent of all permit fees associated with enforcement of the Florida Building Code. The minimum amount collected on any permit issued shall be $2.00.	
~~14-70(7)~~ 14-70(5)	Sanitation surcharge for all building, electrical, plumbing, mechanical demolition permits, 0.30 percent of estimated cost of project:	
	Minimum	15.00

	Maximum	1,500.00
14-70(6)	A separate fire safety, public works and/or zoning review fee associated with the building permit process shall be charged as outlined in appendix A. See applicable department fee sections.	
14-72(1)	Interest and collection fees shall be charged for unpaid amounts (fees) due.	
14-72(2)	Documents. Requests for copies of building department records, inspection reports, logs, or similar documents maintained by the building department will be charged a fee as specified in 14-61(d) of appendix A	

Planning Fees Associated with the Building Permit Process

15-31(a)	Planning review fee for a commercial building permit shall be assessed at .70% of the cost of construction.	
15-31(a)	Planning review fee for a residential building permit shall be assessed at .50% of the cost of construction.	
15-31 (b)	Double Fees for work prior to issuance of permit, plus penalties shall be consistent with 14-61(b)	
15-31(c)(1)	Reinspection fees shall be consistent with 14-61(c)(1)	
15-31(d)	Lost Plans fee shall be consistent with 14-61(d). Planning shall not assess administrative processing fee	
15-31(e)	Revised Plans Review fee shall be consistent with 14-61(e)	
15-31(f)	Lost Permit Card fee shall be consistent with 14-61(f)	
15-31(g)	Inspection Fee hourly rate. As determined by the department at the beginning of each fiscal year	
15-31(h)	Plans re-review fee shall be consistent with 14-61(h)	
15-31(i)	Expedited plans review and inspections in addition to all applicable fees	
	Expedited plans review (not to exceed 4 hours)	500.00
	Expedited inspection	150.00
15-31(l)	Annual Adjustment of rates. The rates pertaining to this division will administratively adjusted annually to reflect increase(s) or decrease(s) in the Consumer Price Index for all urban consumers, CPI-U	
	Phased Permit	
15-31(n)	If department review of Phase Permit application is required, a fee consistent with 14-61(e) shall be assessed.	
15-32(a)(1),(2)	Upfront Fee shall be consistent with 14-62(a)	

15-32(b)	Refunds, time limitations, cancellations, change of contractors shall be processed and fees assessed consistent with 14-62(b)(4),(5),(6),(7)	
~~15-32~~	~~Cost per 100 square feet based on occupancy type. Samples of occupancy types are provided for illustrative purposes only and are not inclusive of all uses within each occupancy type. The fee is calculated based on the total square footage multiplied by the rate per square foot, in 100 square feet intervals, as specified below:~~	
	~~A-1, Assembly—Fixed seating (theater, concert hall)~~	
	~~• Up to 3,000 square feet~~	~~45.74~~
	~~• From 3,001 square feet to 5,000 square feet, above fee plus~~	~~7.73~~
	~~• From 5,001 square feet to 50,000 square feet, above fee plus~~	~~1.51~~
	~~A-1, Alteration/Remodeling~~	
	~~• Up to 3,000 square feet~~	~~19.00~~
	~~• From 3,001 square feet to 5,000 square feet, above fee plus~~	~~3.16~~
	~~• From 5,001 square feet to 50,000 square feet, above fee plus~~	~~0.58~~
	~~A-2, Assembly—Food and drink (restaurant, night club, bar)~~	
	~~• Up to 350 square feet~~	~~101.25~~
	~~• From 350 square feet to 1,750 square feet, above fee plus~~	~~50.71~~
	~~• From 1,751 square feet to 3,500 square feet, above fee plus~~	~~36.95~~
	~~• From 3,501 square feet to 17,500 square feet, above fee plus~~	~~8.85~~
	~~• From 17,501 square feet to 50,000 square feet, above fee plus~~	~~6.33~~
	~~A-2, Alteration/Remodeling~~	

~~• Up to 350 square feet~~	~~62.18~~
~~• From 350 square feet to 1,750 square feet, above fee plus~~	~~30.85~~
~~• From 1,751 square feet to 3,500 square feet, above fee plus~~	~~22.17~~
~~• From 3,501 square feet to 17,500 square feet, above fee plus~~	~~5.01~~
~~• From 17,501 square feet to 50,000 square feet, above fee plus~~	~~5.01~~
~~A-3, Assembly (worship, amusement, arcade, community hall)~~	
~~• Up to 1,000 square feet~~	~~90.57~~
~~• From 1,001 square feet to 5,000 square feet, above fee plus~~	~~31.56~~
~~• From 5,001 square feet to 50,000 square feet, above fee plus~~	~~4.33~~
~~A-3, Alteration/Remodeling~~	
~~• Up to 1,000 square feet~~	~~39.95~~
~~• From 1,001 square feet to 5,000 square feet, above fee plus~~	~~13.76~~
~~• From 5,001 square feet to 50,000 square feet, above fee plus~~	~~1.75~~
~~B, Business~~	
~~• Up to 500 square feet~~	~~136.02~~
~~• From 501 square feet to 2,500 square feet, above fee plus~~	~~89.31~~
~~• From 2,501 square feet to 25,000 square feet, above fee plus~~	~~9.83~~
~~• From 25,001 square feet to 50,000 square feet, above fee plus~~	~~7.05~~
~~B, Alteration/Remodeling~~	
~~• Up to 500 square feet~~	~~52.78~~

~~• From 501 square feet to 2,500 square feet, above fee plus~~	~~34.29~~
~~• From 2,501 square feet to 25,000 square feet, above fee plus~~	~~3.51~~
~~• From 25,001 square feet to 50,000 square feet, above fee plus~~	~~3.51~~
~~D/E, Day care and educational~~	
~~• Up to 3,000 square feet~~	~~51.04~~
~~• From 3,001 square feet to 15,000 square feet, above fee plus~~	~~15.99~~
~~• From 15,001 square feet to 50,000 square feet, above fee plus~~	~~2.27~~
~~D/E, Alteration/Remodeling~~	
~~• Up to 3,000 square feet~~	~~16.60~~
~~• From 3,001 square feet to 15,000 square feet, above fee plus~~	~~10.34~~
~~• From 15,001 square feet to 50,000 square feet, above fee plus~~	~~5.85~~
~~I-1, Institutional (ambulatory)~~	
~~• Up to 1,500 square feet~~	~~60.48~~
~~• From 1,501 square feet to 7,500 square feet, above fee plus~~	~~25.95~~
~~• From 7,501 square feet to 50,000 square feet, above fee plus~~	~~3.32~~
~~I-1, Alteration/Remodeling~~	
~~• Up to 1,500 square feet~~	~~23.49~~
~~• From 1,501 square feet to 7,500 square feet, above fee plus~~	~~9.96~~
~~• From 7,501 square feet to 50,000 square feet, above fee plus~~	~~1.17~~
~~I-2, Institutional (nonambulatory)~~	

~~• Up to 4,500 square feet~~	~~66.11~~
~~• From 4,501 square feet to 22,500 square feet, above fee plus~~	~~9.04~~
~~• From 22,501 square feet to 50,000 square feet, above fee plus~~	~~1.78~~
~~I-2, Alteration/Remodeling~~	
~~• Up to 4,500 square feet~~	~~13.43~~
~~• From 4,501 square feet to 22,500 square feet, above fee plus~~	~~1.65~~
~~• From 22,501 square feet to 50,000 square feet, above fee plus~~	~~0.18~~
~~M, Mercantile (department store or drug store)~~	
~~• Up to 1,000 square feet~~	~~59.88~~
~~• From 1,001 square feet to 5,000 square feet, above fee plus~~	~~39.22~~
~~• From 5,001 square feet to 50,000 square feet, above fee plus~~	~~4.33~~
~~M, Mercantile (department store or drug store), Alteration/Remodeling~~	
~~• Up to 1,000 square feet~~	~~59.88~~
~~• From 1,001 square feet to 5,000 square feet, above fee plus~~	~~39.22~~
~~• From 5,001 square feet to 50,000 square feet, above fee plus~~	~~4.33~~
~~M, Mercantile (gas station)~~	
~~• Up to 400 square feet~~	~~93.24~~
~~• From 401 square feet to 2,000 square feet, above fee plus~~	~~106.94~~
~~• From 2,001 square feet to 20,000 square feet, above fee plus~~	~~10.47~~
~~• From 20,001 square feet to 50,000 square feet, above fee plus~~	~~7.51~~

~~M, Mercantile (gas station) Alteration/Remodeling~~

~~• Up to 400 square feet~~	~~93.24~~
~~• From 401 square feet to 2,000 square feet, above fee plus~~	~~106.94~~
~~• From 2,001 square feet to 20,001 square feet, above fee plus~~	~~10.47~~
~~• From 20,001 square feet to 50,000 square feet, above fee plus~~	~~7.51~~

~~M, Mercantile (retail or wholesale)~~

~~• Up to 1,500 square feet~~	~~43.67~~
~~• From 1,501 square feet to 7,500 square feet, above fee plus~~	~~40.41~~
~~• From 7,501 square feet to 50,000 square feet, above fee plus~~	~~4.15~~

~~M, Mercantile (retail or wholesale), Alteration/Remodeling~~

~~• Up to 1,500 square feet~~	~~43.67~~
~~• From 1,501 square feet to 7,500 square feet, above fee plus~~	~~40.41~~
~~• From 7,501 square feet to 50,000 square feet, above fee plus~~	~~4.15~~

~~R-1, Residential—Transient (boarding house, hotel, motel)~~

~~• Up to 2,000 square feet~~	~~73.93~~
~~• From 2,001 square feet to 10,000 square feet, above fee plus~~	~~19.77~~
~~• From 10,001 square feet to 50,000 square feet, above fee plus~~	~~2.52~~

~~R-1, Alteration/Remodeling~~

~~• Up to 2,000 square feet~~	~~21.28~~
~~• From 2,001 square feet to 10,000 square feet, above fee plus~~	~~5.69~~

~~• From 10,001 square feet to 50,000 square feet, above fee plus~~	~~0.73~~
~~R-2, Residential—Permanent (apartment, dormitory, timeshare)~~	
~~• Up to 600 square feet~~	~~103.18~~
~~• From 601 square feet to 3,000 square feet, above fee plus~~	~~101.68~~
~~• From 3,001 square feet to 30,000 square feet, above fee plus~~	~~8.39~~
~~• From 30,001 square feet to 50,000 square feet, above fee plus~~	~~5.84~~
~~R-2, Alteration/Remodeling~~	
~~• Up to 600 square feet~~	~~18.40~~
~~• From 601 square feet to 3,000 square feet, above fee plus~~	~~17.14~~
~~• From 3,001 square feet to 30,000 square feet, above fee plus~~	~~0.51~~
~~• From 30,001 square feet to 50,000 square feet, above fee plus~~	~~0.51~~
~~R-3, Residential—Permanent (dwellings, custom homes)~~	
~~• Up to 1,500 square feet~~	~~81.15~~
~~• From 1,501 square feet to 2,500 square feet, above fee plus~~	~~90.88~~
~~• From 2,501 square feet to 10,000 square feet, above fee plus~~	~~10.87~~
~~• From 10,001 square feet to 50,000 square feet, above fee plus~~	~~19.15~~
~~R-3, Alteration/Remodeling~~	
~~• Up to 1,500 square feet~~	~~15.78~~
~~• From 1,501 square feet to 2,500 square feet, above fee plus~~	~~15.82~~
~~• From 2,501 square feet to 10,000 square feet, above fee plus~~	~~0.26~~

~~• From 10,001 square feet to 50,000 square feet, above fee plus~~	~~0.26~~
~~R-4, Residential—Assisted living (6—16 persons)~~	
~~• Up to 1,500 square feet~~	~~79.75~~
~~• From 1,501 square feet to 7,500 square feet, above fee plus~~	~~23.02~~
~~• From 7,501 square feet to 50,000 square feet, above fee plus~~	~~2.83~~
~~R-4, Alteration/Remodeling~~	
~~• Up to 1,500 square feet~~	~~24.38~~
~~• From 1,501 square feet to 7,500 square feet, above fee plus~~	~~7.04~~
~~• From 7,501 square feet to 50,000 square feet, above fee plus~~	~~0.86~~
~~S-1, Storage—Moderate hazard (repair garage)~~	
~~• Up to 500 square feet~~	~~94.94~~
~~• From 501 square feet to 2,500 square feet, above fee plus~~	~~24.56~~
~~• From 2,501 square feet to 5,000 square feet, above fee plus~~	~~17.55~~
~~• From 5,001 square feet to 25,000 square feet, above fee plus~~	~~4.27~~
~~• From 25,001 square feet to 50,000 square feet, above fee plus~~	~~2.97~~
~~S-1, Alteration/Remodeling~~	
~~• Up to 500 square feet~~	~~57.42~~
~~• From 501 square feet to 2,500 square feet, above fee plus~~	~~14.96~~
~~• From 2,501 square feet to 5,000 square feet, above fee plus~~	~~17.06~~
~~• From 5,001 square feet to 25,000 square feet, above fee plus~~	~~2.59~~

~~• From 25,001 square feet to 50,000 square feet, above fee plus~~	~~2.59~~
~~S-2, Storage—Low hazard (excluding parking garage)~~	
~~• Up to 1,000 square feet~~	~~95.56~~
~~• From 1,001 square feet to 5,000 square feet, above fee plus~~	~~37.30~~
~~• From 5,001 square feet to 50,000 square feet, above fee plus~~	~~4.03~~
~~S-2, Storage—Low hazard (excluding parking garage), Alteration/Remodeling~~	
~~• Up to 1,000 square feet~~	~~95.56~~
~~• From 1,001 square feet to 5,000 square feet, above fee plus~~	~~37.30~~
~~• From 5,001 square feet to 50,000 square feet, above fee plus~~	~~4.03~~
~~S-2, Storage—Parking garage~~	
~~• Up to 15,000 square feet~~	~~18.19~~
~~• From 15,001 square feet to 50,000 square feet, above fee plus~~	~~0.32~~
~~S-2, Storage—Parking garage Alteration/Remodeling~~	
~~• Up to 15,000 square feet~~	~~18.19~~
~~• From 15,001 square feet to 50,000 square feet, above fee plus~~	~~0.32~~
~~All other occupancy types, including, but not limited to: A, Assembly; B, Business; D, Day care; E, Educational; and M, Mercantile (department store, drug store, gas station)~~	~~3.95~~
~~Specialty permits~~	
~~Communication equipment enclosure~~	
~~• Without transfer switch and receptacle~~	~~56.00~~

~~• With transfer switch and receptacle~~	~~56.00~~
~~Generators/solar systems~~	
~~Generators—Single-family~~	~~49.00~~
~~Generators—Commercial~~	
~~• up to 50,000 sq. ft.~~	~~176.00~~
~~• Above 50,000 sq. ft.~~	~~176.00~~
~~Solar (photovoltaic)/alternate power systems—Single-family~~	~~6.00~~
~~Solar (photovoltaic)/alternate power systems—Commercial/multifamily~~	~~11.00~~
~~Transfer switch for future generator (per unit)~~	~~5.00~~
~~Solar water heater~~	~~4.15~~
~~Swimming pools~~	
~~New swimming pools/spa and fountains: Residential under 1,000 gallons including equipment~~	~~106.81~~
~~New swimming pools/spa and fountains: Residential, 1,001—25,000 total gallons including equipment~~	~~169.03~~
~~New swimming pools/spa and fountains: Residential, over 25,000 total gallons including equipment~~	~~110.96~~
~~Swimming pool renovation residential (nonstructural) including equipment~~	~~108.89~~
~~New fountains—Commercial, including equipment~~	~~353.62~~
~~New swimming pools/spa—Commercial under 1,000 gallons each including equipment~~	~~382.65~~
~~New swimming pools/spa—Commercial, 1,001—25,000 gallons each including equipment~~	~~413.76~~

~~New swimming pools/spa and fountains—commercial over 25,000 gallons each including equipment~~	~~414.80~~
~~Swimming pool renovation commercial (nonstructural) including equipment~~	~~354.65~~
~~Demolition~~	
~~Total demolition under 3 stories~~	~~56.00~~
~~Total demolition over 3 stories~~	~~54.96~~
~~Partial demolition under 300 square feet~~	~~16.00~~
~~Partial demolition 300 to 1,000 square feet~~	~~50.00~~
~~Partial demolition, 1,001—5,000 square feet~~	~~51.85~~
~~Partial demolition per 1,000 over 5,000 square feet~~	~~44.59~~
~~Demolition of signs, fences and/or other then above~~	~~26.96~~
~~Remove and replace~~	~~0.00~~
~~Replace fabric for awning: Residential~~	~~14.52~~
~~Replace fabric for awning: Commercial~~	~~14.52~~
~~Docks including equipment and pilings associated with dock construction and 2 moorings~~	
~~Docks—Residential under 100 square feet~~	~~30.07~~
~~Docks—Residential, 100—500 square feet~~	~~84.00~~
~~Docks—Residential each 100 square feet over 500~~	~~26.96~~
~~Docks—Commercial under 100 square feet~~	~~82.96~~
~~Docks—Commercial, 100—500 square feet~~	~~82.96~~

~~Dock repair—Commercial~~	~~28.00~~
~~Seawalls/lifts/pilings/moorings~~	
~~Seawalls under 75 feet~~	~~23.85~~
~~Seawalls, 75—150 feet~~	~~26.96~~
~~Seawalls each additional 25 feet over 150 feet~~	~~5.19~~
~~Watercraft lift~~	
~~• Up to 2 systems (dual arm lift is a single unit)~~	~~56.00~~
~~• Each additional system over 2~~	~~5.19~~
~~Pilling/moorings~~	
~~• Up to 2 units~~	~~53.92~~
~~• Each additional piling over 2~~	~~10.37~~
~~Electric master requiring subs~~	
~~Parking lot lighting~~	~~24.89~~
~~Mechanical master requiring subs~~	
~~AC unit new: Residential, 1 unit~~	~~31.11~~
~~AC unit new: Residential, 2 or more units~~	~~46.67~~
~~AC unit new: Commercial, per unit~~	~~50.81~~
~~Cooling tower with structural work~~	~~51.85~~
~~Plumbing master requiring subs~~	
~~Backflow protection device (any quantity)~~	~~47.70~~

~~Irrigation systems, 1 zone minimum fee~~	~~6.22~~
~~Irrigation systems per each additional zone~~	~~5.19~~
~~Temporary/special events~~	
~~Temporary platforms for public assembly, first approval~~	~~28.00~~
~~Temporary bleachers for public assembly, first approval~~	~~25.93~~
~~Temporary chiller~~	~~28.00~~
~~Temporary generator (non-special event)~~	~~28.00~~
~~Construction, sales or office trailer, per unit~~	~~28.00~~
~~Temporary power for construction~~	~~28.00~~
~~Temporary fencing~~	~~28.00~~
~~Stand Alone Permit Review Fees:~~	
~~Windows, exterior doors and shutters~~	
~~Installation or replacement of windows or exterior doors, 1 unit~~	~~84.00~~
~~Installation or replacement of windows or exterior doors, 2—10~~	~~84.00~~
~~Installation or replacement of windows or exterior doors, 11—30~~	~~107.85~~
~~Installation or replacement of windows or exterior doors, 31—50~~	~~221.92~~
~~51 and above (special inspector required), per each additional 5 openings or part thereof~~	~~28.00~~
~~Shutters, 1—30 openings~~	~~44.59~~
~~Shutters, each additional 10 openings or part thereof over 30~~	~~5.19~~
~~Storefront~~	

~~Storefront up to 100 square feet~~	~~164.88~~
~~Storefront, 101 to 1,000 square feet~~	~~221.92~~
~~Storefront, per additional 100 square feet over 1,000~~	~~28.00~~
~~Moving buildings/structures~~	
~~Moving buildings or other structures under 1,500 square feet~~	~~833.75~~
~~Per additional 1,500 square feet over 1,500~~	~~112.00~~
~~Concrete and paving~~	
~~Concrete slabs and walkways per 1,000 square feet~~	~~40.44~~
~~Paving/wood deck per 1,000 square feet~~	~~21.78~~
~~Signs~~	
~~Signs (electric)~~	~~112.00~~
~~Signs (nonelectric) painted~~	~~112.00~~
~~Roofing/waterproofing~~	
~~Roofing/reroofing~~	~~10.37~~
~~Waterproofing under 2,000 square feet~~	~~13.48~~
~~Waterproofing per each additional 1,000 square feet or part thereof~~	~~19.70~~
~~Fences/walls~~	
~~Fences and/or walls: Residential under 75 feet~~	~~54.96~~
~~Fences and/or walls: Residential per additional 75 feet or part thereof~~	~~11.41~~
~~Fences and/or walls: Commercial~~	~~130.66~~

~~Railings, installation or replacement~~	~~84.00~~
~~Awnings~~	
~~Awnings, canopies and residential patio covers, each; single-family homes (fabric replacement no charge~~	~~0.00~~
~~Awnings, canopies and residential patio covers; all other occupancies~~	~~108.00~~
~~Carport awning~~	~~84.00~~
~~Pool heat pumps (new)~~	~~28.00~~
~~Pool heat pumps (replacement)~~	~~16.59~~
~~Painting~~	
~~Painting permit: Commercial~~	~~54.00~~
~~Painting permit: Residential~~	~~27.00~~
~~Electrical Permit Review Fees~~	
~~Charging stations—Single-family residence~~	~~28.00~~
~~Charging stations—Commercial (up to 5 units)~~	~~28.00~~
~~Charging stations—Commercial (each additional 5 units)~~	~~28.00~~
~~Mechanical Permit Review Fees~~	
~~AC unit replacement (single unit): Commercial under 2,000 CFM~~	~~26.96~~
~~AC unit replacement (single unit): Commercial over 2,000 CFM~~	~~26.96~~
~~Landscaping (residential) excludes single-family residence~~	~~109.96~~
~~Landscaping (commercial) up to 250 square feet~~	~~127.55~~

	~~Landscaping (commercial) lot size up to 10,000 square feet~~	~~338.06~~
	~~Landscaping (commercial) lot size greater than 10,000 square feet~~	~~738.34~~
15-33	Certificate of occupancy or completion shall be processed and fees assessed consistent with 14-66(1)	
	~~Up-front processing fee~~	
	~~Percent of permit review fee that covers plan review~~	~~20%~~
15-35	Employee training, education, safety and technology enhancements and other surcharge will be assessed consistent with 14-70(1),(2),(3),(5), as applicable	
	~~Revised plans processing fee~~	
	~~Walk-through revisions~~	~~25.93~~
	~~Drop-off revisions~~	~~103.70~~
15-36 (a)	Interest and collection fees shall be charged for unpaid amounts (fees) due.	
15-36(b)	Documents. Requests for copies of department records, inspection reports, logs or other similar documents maintained by the department will be charged a fee consistent with 14-61(d)	
	Minimum Planning fee associated with a building permit	70.00

Other Planning & Zoning Department Fees

Chapter 6. Alcoholic Beverages

Article I. In General

6-2(a)	Service charge for review of application for license	~~65.00~~ 400.00

118-6	**Cost recovery**	
-	Review and Report by outside source	TBD
118-7	**Fees for the administration of land development regulations**	
-	**General Fees for Public Hearing**	
-	Application for preliminary evaluation before a board	500.00
-	Application for public hearing	2,500.00
-	Application for clarification of previously approved board order	1,500.00
-	Application for amendment to an approved board order	2,500.00
-	Application for extensions of time of a previously approved board order (non-administrative)	1,500.00
-	Application for after the fact approval	3 X Org. fee
-	Advertisement (Additional fees may apply based on notice requirement for LDR, Comp. Plan and corresponding map amendments)	1,500.00
-	Mail Notice (per address)	4.00
-	Posting (per site)	100.00
-	Withdrawal or continuance prior to public hearing	500.00
-	Deferral of a public hearing	1,500.00
	Amendment of the Land Development Regulations, Zoning Map, Comprehensive Plan and Future Land Use Map 118-162 (a) and (b)	
	Amendment to the permitted, conditional or prohibited uses in a zoning category (per use).	2,500.00
	Amendment to the permitted, conditional or prohibited uses in the comprehensive plan (per use).	2,500.00
	Amendment of zoning map designation (per square foot of lot area) up to 5000 sq. ft	0.50
	Amendment of zoning map designation (per square foot of lot area)5,001 sq. ft. and greater	0.70
	Amendment of future land use map of the comprehensive plan (per square foot of lot area) up to 5,000 sq. ft.	0.50
	Amendment of future land use map of the comprehensive plan (per square foot of lot area) 5,001 and greater.	0.70
	Amendment to the land development regulations (per section being amended)	10,000.00
	Amendment to the comprehensive plan (per goal, policy, or objective being amended.)	10,000.00
	Conditional Use Permits 118-193	
	Application for Conditional Use Permit for an adult congregate living facility (per bed)	100.00
	Design Review 118-253	
	Application for Design Review Board approval (per gross square foot of new construction)	.50

	Land / Lot Split 118-321	
	See applicable fees under General Fees	
	Variances 118-353	
	Per variance requested	500.00
	Certificate of Appropriateness 118-562 / 564	
	Application for COA (per gross square foot of new construction)	0.50
	Historic Designation 118 - 591	
	Application for district designation (per platted lot)	100.00
	Planning Director determination of architectural significance **(142-108)**	2,500.00
	Staff Review and Miscellaneous Fees	
	Preliminary zoning review (Dry Run) up to 5000 sq. ft.	2,500.00
	Preliminary zoning review (Dry Run) per square foot fee beyond 5000 sq. ft.	0.50
	Board Order Recording up to 10 pages. (11+ pages will be assessed a per page fee)	100.00
	Status Reports	1,000.00
	Progress Reports	2,500.00
	Failure to appear before a board for Status or Progress report	2,500.00
	Zoning verification letter (per address or folio - includes 1 hour of research)	250.00
	Zoning interpretation letter	1,000.00
	Research per hour fee (beyond four hours per submittal)	150.00
	Excessive Review per hour fee (beyond four hours per submittal)	150.00
	Review of Covenants or Easement	5,000.00
	Modification or release of Covenants or Easement	2,500.00
	Courier (per package)	10.00
	Recording fee (up to 10 pages)	100.00
	Per page recording fee (beyond 10 pages)	10.00
	Paint Permit (Non-online applications)	75.00
	Signs (Not requiring a building permit)	75.00
	Hard copy (paper) submittal conversion of documents to electronic format shall be charged at city's cost from vendor	TBD
130-132(a), (b)(2)	**Fee in Lieu of Parking 130-132 (a), (b) (2)**	
	One Time Payment	40,000.00
	Yearly Fee	800.00

Section this Code	Description	Amount (Effective October 15, 2012)
	Chapter 42. Emergency Services	
	Article II. Alarm Systems	
	Division 3. Burglar Alarms	
42-84(a)	Renewal of alarm registration fee	10.00

Chapter 50. Fire Prevention and Protection

50-3(a)	Fire review fee for a commercial building permit shall be assessed at .70% of the cost of construction.	
50-3(a)	Fire review fee for a residential building permit shall be assessed at .50% of the cost of construction.	
50-3 (b)	Double Fees for work prior to issuance of permit, plus penalties shall be consistent with 14-61(b)	
~~50-3(b)~~	~~Starting work without a permit~~	
	~~• First offense, double the permit fee plus~~	~~119.26~~
	~~• Second offense, double the permit fee plus~~	~~238.51~~
	~~• Subsequent offenses, double the permit fee plus~~	~~596.28~~
50-3(c)(1)	Reinspection fees shall be consistent with 14-61(c)(1)	
~~50-3(c)~~	~~Reinspection fee~~	
	~~• First reinspection~~	~~0.00~~
	~~• Second and subsequent re-inspection(s): Based on four times the actual~~	

	~~time spent on inspection multiplied by inspection hourly rate~~	
50-3(d)	Lost plans fee shall be consistent with 14-61(d) Fire shall not assess administrative processing fee	
50-3(e)	Revised Plans Review fee shall be consistent with 14-61(e)	
~~50-3(e)~~	~~Revised plans processing fee: Based on actual time spent on review multiplied by hourly rate~~	
50-3(f)	Lost Permit Card Fee shall be consistent with 14-61(f)	
~~50-3(f)~~	~~Lost permit card fee~~	~~95.00~~
50-3(g)	Inspection Fee hourly rate. As determined by the department at the beginning of each fiscal year	
~~50-3(g)~~	~~Special fire inspection fee, the greater of~~	~~310.00 or 95.00/hr~~
	Plans re-review fee shall be consistent with 14-61(h)	
50-3(h)	~~Inspection hourly rate: New Rate established at the beginning of each fiscal year~~	
50-3(j)	Expedited plans review and inspections in addition to all applicable fees	
	Expedited plans review (not to exceed 4 hours)	500.00
	Expedited inspection	150.00
~~50-3(i)~~	~~Plans review hourly rate: New Rate established at the beginning of each fiscal year~~	
~~50-3(j)~~	~~Plans re-review fee~~	
	~~• First and second re-review~~	~~0.00~~
	~~• Third and subsequent re-reviews: Based on four times the actual time spent on plan review multiplied by plan review hourly rate~~	
50-3(l)	Annual Adjustment of rates. The rates pertaining to this division will administratively adjusted annually to reflect increase(s) or decrease(s) in	

the Consumer Price Index for all urban consumers, CPI-U

~~50-3(l)~~	~~Certificate of occupancy or completion without building permit, hourly rate, minimum~~	~~98.00~~
~~50-3(l)~~	~~Certificate of occupancy or completion fee after approving a temporary certificate of occupancy, hourly rate, minimum~~	~~98.00~~
~~50-3(l)~~	~~Partial certificate of occupancy fee. Fee based on the time spent for each subsequent partial certificate and final certificate, hourly rate, minimum~~	~~98.00~~
~~50-3(m)~~	~~Permit extension~~	~~100.00~~

Phased Permit

50-3(n)	If department review of Phase Permit application is required, a fee consistent with 14-61(e) shall be assessed.	
~~50-3(n)~~	~~Employee training, education, safety and technology fee, percent of the fire department component of the permit fee~~	~~6%~~
~~50-3(o)~~	~~Up front fee, percent of the fire department component of the permit fee~~	~~20%~~
~~50-3(p)~~	~~Building permits. New construction or reconfiguration of space - Under 50,000 square feet. The fee is based on the total square footage multiplied by the rate per square foot, in 100 square feet intervals, as specified below~~	

~~Section this Code~~	~~OCCUPANCY CLASS~~ ~~Description~~	~~INCREMENTAL COST PER INCREMENTAL 100 SQUARE FEET~~ ~~Amount (Effective Oct. 15, 2012)~~
	~~A-1, Assembly - Fixed seating~~	

~~• Up to 3,000 square feet~~	~~52.09~~
~~• From 3,000 square feet to 15,000 square feet, above fee plus~~	~~11.69~~
~~• From 15,000 square feet to 50,000 square feet, above fee plus~~	~~4.60~~
~~A-2, Assembly - Food and drink~~	
~~• Up to 350 square feet~~	~~42.66~~
~~• From 350 square feet to 1,750 square feet, above fee plus~~	~~24.69~~
~~• From 1,750 square feet to 3,500 square feet, above fee plus~~	~~21.93~~
~~• From 3,500 square feet to 17,500 square feet, above fee plus~~	~~8.90~~
~~• From 17,500 square feet to 50,000 square feet, above fee plus~~	~~6.61~~
~~A-3, Assembly — Worship, amusement, arcade, community hall~~	
~~• Up to 1,000 square feet~~	~~60.16~~
~~• From 1,000 square feet to 5,000 square feet, above fee plus~~	~~25.34~~
~~• From 5,000 square feet to 50,000 square feet, above fee plus~~	~~7.27~~
~~B, Business~~	
~~• Up to 500 square feet~~	~~46.97~~
~~• From 500 square feet to 2,500 square feet, above fee plus~~	~~35.12~~
~~• From 2,500 square feet to 25,000 square feet, above fee plus~~	~~7.67~~
~~• From 25,000 square feet to 50,000 square feet, above fee plus~~	~~5.92~~
~~D/E, Day care and educational~~	
~~• Up to 3,000 square feet~~	~~64.18~~

~~• From 3,000 square feet to 15,000 square feet, above fee plus~~	~~24.72~~
~~• From 15,000 square feet to 50,000 square feet, above fee plus~~	~~7.48~~
~~I-1, Institutional occupancy~~	
~~• Up to 1,500 square feet~~	~~41.11~~
~~• From 1,500 square feet to 7,500 square feet, above fee plus~~	~~21.09~~
~~• From 7,500 square feet to 50,000 square feet, above fee plus~~	~~5.71~~
~~I-2, Institutional occupancy~~	
~~• Up to 4,500 square feet~~	~~53.06~~
~~• From 4,500 square feet to 22,500 square feet, above fee plus~~	~~12.01~~
~~• From 22,500 square feet to 50,000 square feet, above fee plus~~	~~6.18~~
~~M, Mercantile (department store or drug store)~~	
~~• Up to 1,000 square feet~~	~~32.02~~
~~• From 1,000 square feet to 5,000 square feet, above fee plus~~	~~23.86~~
~~• From 5,000 square feet to 50,000 square feet, above fee plus~~	~~5.21~~
~~M, Mercantile (gas station)~~	
~~• Up to 400 square feet~~	~~43.99~~
~~• From 400 square feet to 2,000 square feet, above fee plus~~	~~55.80~~
~~• From 2,000 square feet to 20,000 square feet, above fee plus~~	~~10.29~~
~~• From 20,000 square feet to 50,000 square feet, above fee plus~~	~~8.36~~
~~M, Mercantile (retail or wholesale)~~	

~~• Up to 1,500 square feet~~	~~19.54~~
~~• From 1,500 square feet to 7,500 square feet, above fee plus~~	~~20.42~~
~~• From 7,500 square feet to 50,000 square feet, above fee plus~~	~~4.20~~
~~R-1, Residential, transient~~	
~~• Up to 2,000 square feet~~	~~65.54~~
~~• From 2,000 square feet to 10,000 square feet, above fee plus~~	~~22.16~~
~~• From 10,000 square feet to 50,000 square feet, above fee plus~~	~~6.88~~
~~R-2, Residential, permanent~~	
~~• Up to 600 square feet~~	~~86.66~~
~~• From 600 square feet to 3,000 square feet, above fee plus~~	~~100.59~~
~~• From 3,000 square feet to 30,000 square feet, above fee plus~~	~~22.23~~
~~• From 30,000 square feet to 50,000 square feet, above fee plus~~	~~15.89~~
~~R-4, Residential, assisted living~~	
~~• Up to 1,500 square feet~~	~~41.63~~
~~• From 1,500 square feet to 7,500 square feet, above fee plus~~	~~14.55~~
~~• From 7,500 square feet to 50,000 square feet, above fee plus~~	~~4.00~~
~~S-1, Storage, moderate hazard (repair garage)~~	
~~• Up to 500 square feet~~	~~52.60~~
~~• From 500 square feet to 2,500 square feet, above fee plus~~	~~17.04~~
~~• From 2,500 square feet to 5,000 square feet, above fee plus~~	~~15.28~~

	~~• From 5,000 square feet to 25,000 square feet, above fee plus~~	~~6.97~~
	~~• From 25,000 square feet to 50,000 square feet, above fee plus~~	~~5.20~~
	~~S-2, Storage, low hazard~~	
	~~• Up to 1,000 square feet~~	~~43.15~~
	~~• From 1,000 square feet to 5,000 square feet, above fee plus~~	~~20.34~~
	~~• From 5,000 square feet to 50,000 square feet, above fee plus~~	~~5.31~~
	~~S-2, Storage, parking garage~~	
	~~• Up to 15,000 square feet~~	~~28.57~~
	~~• From 15,000 square feet to 50,000 square feet, above fee plus~~	~~1.43~~
	~~Shell Building < 75 feet~~	
	~~• Up to 15,000 square feet~~	~~26.32~~
	~~• From 15,000 square feet to 50,000 square feet, above fee plus~~	~~1.10~~
	~~Shell building > 75 feet~~	
	~~• Up to 15,000 square feet~~	~~28.05~~
	~~• From 15,000 square feet to 50,000 square feet, above fee plus~~	~~1.30~~
~~50-3(p)~~	~~Building permits: New construction or reconfiguration of space above 50,000 square feet~~	
	~~I, Institutional occupancy~~	~~6.82~~
	~~M, Mercantile occupancy~~	~~4.20~~
	~~R, Residential~~	~~8.90~~
	~~S, Storage occupancy, excluding parking garage~~	~~4.59~~

	~~S, Storage occupancy, parking garage, shell~~	~~1.28~~
	~~All other occupancies: A, Assembly; B, Business; D, Day care; E, Educational; and M, Mercantile~~	~~5.89~~
~~50-3(p)~~	~~Minimum fee for minor alteration not requiring structural review~~	~~77.78~~
~~50-3(p)~~	~~Building permits: Specialty permits~~	
	~~Kitchen/bath~~	
	~~Kitchen renovation: Single unit (R-2 Occupancy)~~	~~70.52~~
	~~Bath renovation: Single unit (R-2 Occupancy)~~	~~47.70~~
	~~Communication equipment enclosure~~	
	~~• Without transfer switch and receptacle~~	~~74.66~~
	~~• With transfer switch and receptacle~~	~~74.66~~
	~~Railings~~	
	~~• 0 to 100 feet~~	~~74.66~~
	~~• 101 to 500 feet~~	~~74.66~~
	~~• 501 to 1,000 feet~~	~~173.18~~
	~~• Above 1,000 feet~~	~~173.18~~
	~~Generator—Commercial~~	
	~~Under 10,000 square feet or nonlife safety systems~~	~~131.00~~
	~~10,000 to 50,000 square feet~~	~~251.00~~
	~~Above 50,000 square feet~~	~~453.00~~
	~~Swimming pools~~	

~~New fountains: Commercial, including equipment~~	~~47.70~~
~~New swimming pool/spa: Commercial, under 1,000 gallons each including equipment~~	~~169.03~~
~~New swimming pool/spa: Commercial, 1,001—25,000 gallons~~	~~218.81~~
~~New swimming pool/spa: Commercial, over 25,000 gallons~~	~~219.84~~
~~Swimming pool renovation: Commercial~~	~~48.74~~
~~Pool equipment: Relocation~~	~~12.44~~
~~Partial and total demolition~~	
~~Partial demolition under 300 square feet~~	~~23.00~~
~~300—1,000 square feet~~	~~73.00~~
~~1,001—5,000 square feet~~	~~102.66~~
~~Per 1,000 square feet over 5,000~~	~~54.96~~
~~Marine permits~~	
~~Docks: Commercial~~	
~~Under 100 square feet~~	~~13.48~~
~~101 square feet and above~~	~~24.89~~
~~Landscaping (commercial) up to 250 square feet~~	~~57.04~~
~~Landscaping (commercial) lot size up to 10,000 square feet~~	~~85.03~~
~~Landscaping (commercial) lot size greater than 10,000 square feet~~	~~92.29~~

Specialty Permits

50-3(p)

Building: Temporary/special events permits

Temporary structure/trusses/statues (not including tents, platforms or bleachers)	73.63
Temporary platforms for public assembly, first approval	181.48
Temporary bleachers for public assembly, first approval	165.92
Temporary platforms/bleachers for public assembly, re-approval	21.78
Tents up to 1,000 square feet per unit	137.92
Tents each additional 1,000 square feet over 1,000 per unit	38.37
Construction trailer, per trailer	140.00
Office trailer, per trailer	140.00
Reinspection fee, pursuant to 14-61 (c),(1)	
Rereview fee, pursuant to 14-61(c),(1)	

~~50-3(p)~~	~~Building trade permits~~	
	~~Building minor work including interior doors; repairs; etc.~~	~~98.52~~
	~~Windows, exterior doors, shutters, fixed glass or storefronts: New installation or replacement~~	
	~~• 1 unit~~	~~23.85~~
	~~• 2—10 units~~	~~47.70~~
	~~• 11—30 units~~	~~68.44~~
	~~• 31—50 units~~	~~138.96~~
	~~• Per additional 5 units over 50~~	~~23.85~~
	~~Storefront~~	
	~~• Up to 100 square feet~~	~~64.29~~
	~~• 101 to 1000 square feet~~	~~89.18~~
	~~• Per additional 100 square feet over 1,000~~	~~24.89~~
	~~Moving buildings/structures~~	
	~~• Under 1,500 square feet~~	~~32.15~~
	~~• Per additional 1,500 square feet~~	~~32.15~~
	~~Concrete, slabs and walkways per 1,000 square feet~~	~~39.41~~
	~~Paving/wood deck per 1,000 square feet~~	~~12.44~~
	~~Fences and/or walls~~	
	~~Multifamily, commercial and industrial buildings~~	
	~~• For first 75 linear feet~~	~~61.18~~

~~Awnings, canopies, new or replacement (commercial)~~	
~~• Up to 30 square feet~~	~~77.00~~
~~• Per each additional 30 square feet~~	~~0.00~~
~~Plumbing trade permits~~	
~~Natural gas and liquefied petroleum, appliances, per 1 units per outlet and 1 per appliance, such as water heaters, stoves, dryers, etc.: Commercial~~	~~23.85~~
~~Electrical trade permits~~	
~~Access control/card access~~	
~~• Under 5 devices~~	~~42.52~~
~~• Up to 25 devices~~	~~116.14~~
~~• Per additional 25 devices or part thereof~~	~~51.85~~
~~Mechanical trade permits~~	
~~AC unit new: Commercial, per unit~~	
~~• Under 2,000 CFM~~	~~22.81~~
~~• Over 2,000 CFM~~	~~22.81~~
~~Cooling tower replacement with or without structural work~~	~~22.81~~
~~Chiller replacement with or without structural work~~	~~24.89~~
~~Gas or oil furnaces: Commercial~~	~~32.15~~
~~Hoods~~	~~98.52~~
~~Duct new or replacement: Commercial~~	~~32.15~~
~~Exhaust ventilation new or replacement~~	~~32.15~~

~~Smoke control test~~	
~~• Under 10,000 square feet~~	~~344.28~~
~~• 10,000 to 50,000 square feet~~	~~542.35~~
~~• Over 50,000 square feet~~	~~840.00~~
~~Trash chute, per unit~~	~~98.52~~
~~Elevator trade permits~~	
~~Installation of elevators, per unit~~	
~~• Up to 3 stories~~	~~32.15~~
~~• 3—10 stories~~	~~48.74~~
~~• Per each additional story over 10~~	~~16.59~~
~~Installation of new wheelchair lifts, per unit~~	~~24.89~~
~~Emergency power test~~	~~222.96~~
~~Elevator recall~~	
~~• Base~~	~~133.77~~
~~• Per floor~~	~~25.93~~

~~50-3(q)~~

50-10(a)

Fire permits

Sprinkler/standpipe systems based on area of work	
• Up to 2,500 square feet	591.09
• 2,501 to 3,000 square feet	642.94
• 3,001 to 5,000 square feet	741.96
• 5,001 to 10,000 square feet	1,014.19
• 10,001 to 15,000 square feet	1,111.66
• 15,001 to 30,000 square feet	1,508.84
• 30,001 to 75,000 square feet	2,696.20
• 75,001 to 100,000 square feet	3,959.27
• 100,001 to 150,000 square feet	5,641.28
• 150,001 to 500,000 square feet	16,778.66
• Over 500,001 square feet	19,773.52
Standpipe systems only (no sprinkler system) per 100 feet	249.92
Fire pump acceptance testing	295.55
Pressure reducing valve acceptance testing	829.60
Minor work on existing sprinkler system (1—5 components)	66.37
Minor work on existing sprinkler system (6—15 components)	208.44
Replace sprinkler heads (more than 15)	
• Up to 2,500 square feet	173.18

	• 2,501 to 3,000 square feet	198.07
	• 3,001 to 5,000 square feet	247.84
	• 5,001 to 10,000 square feet	296.58
	• 10,001 to 15,000 square feet	346.36
	• 15,001 to 30,000 square feet	494.65
	• 30,001 to 75,000 square feet	1,088.85
	• 75,001 to 100,000 square feet	1,583.50
	• 100,001 square feet and up	2,325.99
~~50-3(q)~~		
	Fire alarm system based on area of work	
50-10(a)		
	• Up to 2,500 square feet	311.10
	• 2,501 to 3,000 square feet	368.14
	• 3,001 to 5,000 square feet	419.99
	• 5,001 to 10,000 square feet	565.17
	• 10,001 to 15,000 square feet	615.98
	• 15,001 to 30,000 square feet	765.31
	• 30,001 to 75,000 square feet	1,161.44
	• 75,001 to 100,000 square feet	1,534.76
	• 100,001 to 150,000 square feet	2,447.32
	• 150,001 to 500,000 square feet	7,201.97
	• 500,001 to 1,000,000 square feet	8,783.39

	• Repair and replace fire alarm panel only	
	• Up to 2,500	78.81
	• 2,501 to 3,000	78.81
	• 3,001 to 5,000	94.37
	• 5,001 to 10,000	108.89
50-10(a)	• 10,001 to 15,000	108.89
	• 15,001 to 30,000	138.96
	• 30,001 to 75,000	198.07
	• 75,001 to 100,000	405.47
	• 100,001 to 150,000	474.95
	• 150,001 to 500,000	1,474.61
	• Over 500,000	1,712.09
	Installation of new single station smoke detectors	
	• Under 5 devices, minimum	103.70
	• Up to 25 devices	466.65
	• Per additional 25 devices beyond the initial 25 or fraction thereof, above fee plus	311.10
	Minor work on existing fire alarm system (1—5 components)	40.44
	Minor work on existing fire alarm system (6—15 components)	201.18
~~50-3(q)~~ 50-10 (a)	Fire suppression system. Localized suppression system (cooking hood, paint booth, etc.), per unit or system. Multiple systems in same area (i.e., kitchen) will be charged at 50% of above fee for each additional system	246.81

~~50-3(q)~~ 50-10(a)	Fire suppression system. Room suppression system (computer hood, electrical rooms, etc.), per unit or system	642.94
	Minor work on existing fire suppression system (1—5 components)	57.04
~~50-3(r)~~ 50-10(b)	Hydrant flow test	244.00
~~50-3(t)~~ 50-10(c)	Occupant content sign	244.00
~~50-3(t)~~ 50-10(d)	Pyrotechnic display permit	218.00
~~50-3(u)~~ 50-10(e)	Fireworks permit	322.00
~~50-3(v)~~ 50-10(f)	Open burning permit	218.00
~~50-3(w)~~ 50-10(g)	Bonfire permit	145.00
~~50-3(x)~~ 50-10(h)	Special events fees see 50-3 (p)~~plan review/inspection~~	~~210.00~~
~~50-3(y)~~ 50-10(i)	Trade shows (fee for event plans covering MBCC or similar facility hall area or part thereof)	150.00
~~50-3(z)~~ 50-10(j)	Sidewalk cafes—Propane tank heaters per establishment	25.00
~~50-3(aa)~~ 50-10(k)	Special master cases	100.00

~~50-3(bb)~~	~~Documents: $10.00 for first 10 pages;$0.15 per page after 10 pages (letter or legal size) or $1.00 per page (larger than legal size).~~
50-10(l)	Documents. Requests for copies of department records, inspection reports, logs or other similar documents maintained by the department will be charged a fee consistent with 14-61(d)
50-10(m)	Annual Adjustment of rates. The rates pertaining to this division will administratively adjusted annually to reflect increase(s) or decrease(s) in the Consumer Price Index for all urban consumers, CPI-U
50-4(a)(1),(2)	Upfront Fee shall be consistent with 14-62(a)
50-4(b)	Refunds, time limitations, cancellations, change of contractors shall be processed and fees assessed consistent with 14-62(b)(4),(5),(6),(7)
50-5 (1)(a)(b)	Certificate of occupancy or completion shall be processed and fees assessed consistent with 14-66(1)

Section this Code	Description	Amount
~~50-5(d)~~	Fees for the issuance of the fire safety permit and the annual renewal thereof.	
~~50-5(d)(1)~~ 50-12(a) - (e)	Assembly occupancies:	
	Class A—occupant load greater than 1,000 persons	$115.00
	Class B—occupant load greater than 300 but not greater than 1,000 persons	86.25
	Class C—occupant load of 50 or more but not > 300 persons	57.50
~~50-5(d)(2)~~	Educational occupancies:	
	Schools (private)—educational facilities inclusive of the first to the 12th grade:	

	Buildings up to 10,000 square feet	57.50
	Buildings greater than 10,000 square feet	57.50
	Plus, for each additional 1,000 square feet	1.15
	Nurseries, day care centers, kindergartens—educational facilities up to but not including the first grade	57.50
~~50-5(d)(3)~~ 50-12 (a) – (e)	Health care occupancies:	
	Private hospitals, nursing homes, limited care facilities:	
	Up to 100 beds	143.75
	Over 100 beds	143.75
	Plus, per bed over 100	1.44
~~50-5(d)(4)~~	Residential occupancies:	
	Apartment buildings:	
	3—11 dwelling units	57.50
	12—50 dwelling units	80.50
	Over 50 dwelling units	80.50
	Plus, per unit over 50	2.30
	Hotel, motel, dormitories, lodging house or rooming house:	
	3—50 rental sleeping units	80.50
	Over 50 sleeping units	80.50
	Plus, per unit over 50	2.30

	Board and care facilities:	
	Small facilities—not more than 16 residents	80.50
	Large facilities—more than 16 residents	80.50
	Plus, per unit over 16	2.30
~~50-5(d)(5)~~ 50-12 (a) – (e)	Mercantile occupancies:	
	Class A—all stores having an aggregate gross area of more than 30,000 square feet or utilizing more than three levels, excluding mezzanines, for sales purposes	86.25
	Plus, 1,000 square feet over 30,000 square feet	1.15
	Class B—all stores of more than 3,000 square feet but not more than 30,000 square feet aggregate gross area, or	86.25
	utilizing floors above or below the street floor level for sales	86.25
	Class C—all stores of not more than 3,000 square feet gross area used for sales purposes on one story only	57.50
~~50-5(d)(6)~~ 50-12 (a) – (e)	Business occupancies:	
	General offices, including doctors', dentists', and outpatient clinics (ambulatory):	
	Up to 5,000 square feet	57.50
	Over 5,000 square feet	57.50
	Plus, for each additional 1,000 square feet	1.15
	Colleges and university instructional buildings, classrooms under 50 persons and instructional laboratories	57.50

	Plus, for each classroom	1.15
~~50-5(d)(7)~~ 50-12 (a) – (e)	Industrial occupancies:	
	General industrial occupancies—industrial operations conducted in buildings of conventional design suitable for various types of industrial processes; subject to possible use for types of industrial processes with high density of employee population:	
	Up to 5,000 square feet	57.50
	Over 5,000 square feet	57.50
	Plus, for each additional 1,000 square feet	1.15
	Special purpose industrial occupancies - industrial operations in buildings designed for and suitable only for particular types of operations, characterizes by a relatively low density of employee population, with much of the area occupied by machinery or equipment	
	Up to 5,000 square feet	86.25
	Over 5,000 square feet	86.25
	Plus, for each additional 1,000 square feet	1.44
	High hazard industrial occupancies—buildings having high hazard materials, processes, or contents:	
	Up to 5,000 square feet	115.00
	Over 5,000 square feet	115.00
	Plus, for each additional 1,000 square feet	1.73
~~50-5(d)(8)~~ 50-12 (a) – (e)	Storage occupancies:	
	Low hazard contents—classified as those of such low combustibility that no	57.50

	self-propagating fire therein can occur	
	Ordinary hazard contents—classified as those that are likely to burn with moderate rapidity or to give off a considerable volume of smoke:	
	Up to 10,000 square feet	86.25
	Over 10,000 square feet	86.25
	Plus, for each additional 2,000 square feet	1.15
	High hazard contents—classified as those that are likely to burn with extreme rapidity or from which explosions are likely:	
	Up to 5,000 square feet	115.00
	Over 5,000 square feet	115.00
	Plus, for each additional 1,000 square feet	1.15
~~50-5(d)(9)~~ 50-12 (a) – (e)	Marinas:	
	3 to 12 boat slips	57.50
	13 to 50 boat slips	115.00
	Over 50 boat slips	115.00
	Plus, per slip over 50	1.73
~~50-6(b)~~ 50-12 (a) – (e)	Hazardous material permit fee	150.00
	Late permit fee, after 30 days	250.00
	Late permit fee, after 90 days	500.00
~~50-6(c)~~ 50-12	Placard fee for hazardous materials	50.00

(a) – (e)

50-7	Employee training, education, safety and technology enhancements and other surcharge will be assessed consistent with 14-70(1),(2),(3),(5), as applicable	
50-8(b)	Documents. Requests for copies of department records, inspection reports, logs or other similar documents maintained by the department will be charged a fee consistent with 14-61(d)	
50-9	Interest and collection fees shall be charged for unpaid amounts (fees) due.	
	Minimum Fire fee associated with a building permit	70.00

Chapter 58. Housing

Article III. Property Maintenance Standards

Division 2. Administration

Subdivision II. City Manager's Designee

58-233	Appeals from actions or decisions of city manager's designee	250.00

Chapter 66. Marine Structures, Facilities and Vehicles

Article III. Piers, Docks and Boat Ramps

	Plans review fee shall be consistent with 98-93(a),(b).	
66-114(a)	Up-front processing fee shall be consistent with 14-62(a), ~~the greater of~~	
	~~Per 100 square feet of dock or fractional part .....~~	~~0.50~~
	~~Per lineal foot of seawall or fractional part .....~~	~~0.25~~
	~~Per $1,000.00 of estimated valuation or fractional part .....~~	~~0.50~~
	~~Minimum fee .....~~	~~25.00~~

66-114(b)	Reinspection fees shall be consistent with 14-61(c)(1)	
	~~New marine structure, additions:~~	
	~~Per 100 feet or fractional part of dock area .....~~	~~1.50~~
	~~Per lineal foot or fractional part of seawall .....~~	~~0.50~~
	~~Boat lifts, davits, boat hoists, each .....~~	~~5.00~~
	~~Dolphin, batter, mooring, dock piles, each .....~~	~~1.00~~
	~~Minimum fee .....~~	~~35.00~~
~~66-114(c)~~	~~Alterations, repairs to marine structures:~~	
	~~Up to $1,000.00 of estimated cost or fractional part .....~~	~~4.75~~
	~~Each additional $1,000.00 or fractional part .....~~	~~0.95~~
	~~Minimum fee .....~~	~~35.00~~
~~66-114(d)~~	~~Reinspection fee:~~	
	~~(1) First reinspection .....~~	~~25.00~~
	~~(2) Second reinspection for same problem after first has been paid .....~~	~~50.00~~
~~66-114(e)~~	~~Special projects fee, per hour .....~~	~~20.00~~
	Chapter 74. Peddlers and Solicitors	
	Article II. Charitable Solicitations	
	Division 2. Permit	
74-72	Permit fee	10.00
	Chapter 82. Public Property	

Article III. Use of Public Property

Division 2. Revocable Permit

82-92(9)	Application fee	1,000.00
	Mailing fee, per address within 375 feet of subject property	0.50
	Involving use of city property	3,000.00
82-95(b)	Nonwaterfront property for single-family use, per square foot subject to permit	0.45
	Maximum	7,500.00
	Nonwaterfront property for multifamily or commercial use, per square foot subject to permit	0.90
	Waterfront property, regardless of use, per square foot subject to the permit	1.25

Article IV. Use in Public Rights-of-Way

Division 2. Temporary Obstructions

82-151(c)(4)	Base fee	30.00
	Plus, per lineal foot of street obstructed, per day	0.25
82-151(e)	Applications for hearing	75.00

Division 3. Newsracks

Subdivision II. Administration and Enforcement

82-204(a)(1)	Release of stored newsrack	25.00
82-204(a)(2)	Upon filing of a request for hearing	25.00
82-204(b)	Reinspection fee	7.80

	Subdivision III. Registration	
82-231(b)(3)a.	Per publisher, for any number of newsracks	7.68
82-231(b)(3)b.	At initial registration, per newsrack	7.80
	Registration of at least 20 newsracks, per newsrack	3.90
	Division 4. Pay Telephones	
	Subdivision II. Permit	
82-307(a)	Annual fee for pay telephones provided by local exchange companies for local service only	370.00
82-307(b)	Annual fee for all other pay telephones providers, for each pay telephone installed	650.00
	Or, if a commission is paid to a private premises owner, an initial permit fee shall be paid of	250.00
	Upon renewal, an additional permit fee shall be paid, equal to the difference between $650.00 and the commission paid to the private premises owner, plus $250.00.	
82-307(c)	The first $250.00 of all annual permit fees shall be nonrefundable.	
82-307(d)	Late payments, per month	25.00
	Subdivision III. Regulations	
82-341(j)	Retroactive annual permit fee for existing pay telephones:	
	Minimum	100.00
	Maximum	650.00
	Division 5. Sidewalk Cafes	
	Subdivision II. Permit	

82-382(b)	Base application fee	150.00
82-383(a)	Annual fee, per square foot of usable sidewalk area, including the area between the tables and chairs:	
	Effective October 1, 2010	17.50
	Effective October 1, 2011	20.00
82-384(ff)	Application to design review or historic preservation board pertaining to the size of food display cases associated with sidewalk cafes and related restaurants	200.00
	Chapter 86. Sales	
	Article II. Garage Sales	
	Division 2. Permit	
86-56(b)	Permit, each ..... (for non-online applications)	15.00
	Article III. Nonprofit Vending and Distribution	
	Division 2. Permit	
86-173	Permit fee, per application, not less than	15.00
	Chapter 90. Solid Waste	
	Article III. Collection and Disposal	
	Division 3. Rates, Charges, Billing Procedures	
90-137(a)	Single-family residences, townhouses, per month	29.92
	Duplex, per month per unit	29.92
	Apartments, condominiums with less than 9 dwelling units, per month per dwelling unit	25.94

The rates will be adjusted annually to reflect the increases or decreases in the

consumer price index for consumers in the southeast United States for all items, and in the Miami-Dade County tipping fees, unless otherwise directed by the city commission.

Article IV. Private Waste Collectors/Contractors

Division 4. Specialty Contractors

Subdivision II. Rolloff Waste Container Contractors

90-278(1)	When rolloff is located in parking meter spaces, per meter, per day	5.00
90-278(6)	Failure to timely pay license fee	50.00

Subdivision IV. Hazardous, Biohazardous Waste Containers

90-332(b)	Annual fee, each permit	25.00

Chapter 98. Streets and Sidewalks

Article III. Excavations

Division 2. Permit

Section this Code		Description	Amount (Effective Oct. 15, 2012)
98-92(c)	(1)	Street excavation permit:	
		50 lineal feet or less	$362.95
		Each additional lineal foot	3.05
	(2)	Sidewalk repair permit:	

	50 lineal feet or less	298.65
	Each additional lineal foot	3.05
(3)	Sidewalk construction permit:	
	50 lineal feet or less	298.65
	Each additional lineal foot	3.05
(4)	Paving or resurfacing of parkway or shoulder area permit:	
	25 lineal feet or less	298.65
	Each additional lineal foot	6.48
(5)	Landscaping, per tree	103.70
(6)	Landscaping, bedding	103.70
(7)	Building line and grade survey permit:	
	50 lineal feet or less	362.96
	Each additional lineal foot	7.25
(8)	Driveway construction permit, each driveway	129.62
(9)	Flume excavation permit, each excavation	298.65
(10)	Utility placement permit, poles, splice pits, manholes, hand holes, catch basins, pedestals, vaults and auger holes	298.65
	Plus, for each additional, per block on same permit	14.51
(11)	Underground utility service connection right-of-way excavation permit, each water, gas, electric, telephone, cable, television or sanitary sewer connection from base building line to the utility located within the public right-of-way	298.65
(12)	Groundwater monitoring wells, each well	298.65

(13)	Permit renewal fee: 90-day extension of permit fee expiration date	129.62
(14)	After-the-fact permit fee. For any work described in (1) through (12), (16) and (17) herein, performed without proper permits and inspections, quadruple the fees.	
(15)	Reinspection fees. When additional inspection is required for work previously inspected and rejected by the department of public works, a reinspection fee will be required, for each reinspection	114.07
(16)	Dewatering permit fee	362.95
(17)	Blocking of right-of-way (Cranes only) Note: For arterial roadways, full day permit is defined as six hours between 9:00 a.m. and 3:00 p.m.	
	Standard review (full day permit)	
	• Local road	320.43
	• Collector road	427.24
	• Arterial road	534.05
	Priority review (same day permit review)	
	• Local road	384.51
	• Collector road	512.27
	• Arterial road	640.86
	Consecutive multi-day additional fee (per day)	54.96
	Partial day permit (4 hours or less)	
	• Local road	159.69
	• Collector road	213.62

Blocking right-of-way (all others): The greater of $0.25 per L.F. per day or $0.03

	per S.F. per day)	
(18)	Revocable permit	
	Application fee, involving city property	4,148.00
	Mailing fee, per address within 375 feet	0.51
(19)	Coastal review	918.78
(20)	Sewer capacity certification letter application	155.55
98-92(e)	~~Double fees for starting work prior to issuance of permit: Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing systems before obtaining the city's approval or the necessary permits shall be subject to a penalty of 100 percent of the required permit fee, in addition to the required permit fees.~~	
	~~Reinspection fee:~~	
	~~• First reinspection~~	~~51.85~~
	~~&bull Second and subsequent reinspection(s)~~	~~103.70~~
	~~Revised plans processing fee~~	~~25.92~~
	~~Plan review and inspection fee hourly rate. The plan review and inspection fee hourly rate is calculated at the beginning of each fiscal year based on the department's approved budget, overhead and indirect costs and the resources assigned to the inspection program.~~	
	~~Up-front processing fee: Percent of estimated public works permit fee~~	~~20%~~
	~~Enforcement of City Code related to building permits - Specialty and stand alone permits~~	
	~~Railings~~	~~26.96~~
	~~Landscaping (residential)~~	~~26.96~~
	~~Landscaping (commercial) up to 250 sq. ft.~~	~~61.18~~

~~Landscaping (commercial) lot size up to 10,000 sq. ft.~~	~~68.44~~
~~Landscaping (commercial) lot size greater than 10,000 sq. ft.~~	~~74.66~~
~~Communucation equipment enclosure~~	~~26.96~~
~~Swimming pools~~	
~~New swimming pools/spa and fountains: Residential under 1,000 gallons including equipment~~	~~14.51~~
~~New swimming pools/spa and fountains: Residential, 1,001—25,000 total gallons including equipment~~	~~22.81~~
~~New swimming pools/spa and fountains: Residential, over 25,000 total gallons including equipment~~	~~29.03~~
~~Swimming pool renovation residential (nonstructural) including equipment~~	~~15.55~~
~~New fountains: Commercial, including equipment~~	~~51.85~~
~~New swimming pools/spa and fountains: Commercial under 1,000 gallons each including equipment~~	~~51.85~~
~~New swimming pools/spa: Commercial, 1,001—25,000 gallons each including equipment~~	~~52.88~~
~~New swimming pools/spa and fountains: Commercial over 25,000 gallons each including equipment~~	~~52.88~~
~~Swimming pool renovation commercial (nonstructural) including equipment~~	~~51.85~~
~~Partial and total demolition:~~	
~~Total demolition~~	
~~• Under 3 stories~~	~~26.96~~
~~• Over 3 stories~~	~~25.92~~
~~Partial demolition~~	

~~• Under 300 square feet~~	~~0.00~~
~~• 300—1,000 square feet~~	~~24.00~~
~~• 1,001—5,000 square feet~~	~~24.88~~
~~• Per 1,000 over 5,000 square feet~~	~~21.77~~
~~Demolition of signs, fences and/or other than above~~	~~24.88~~

98-93(a)	Planning review fee for a commercial building permit shall be assessed at .70% of the cost of construction.	
98-93(a)	Planning review fee for a residential building permit shall be assessed at .50% of the cost of construction.	
98-93(b)	Double Fees for work prior to issuance of permit, plus penalties shall be consistent with 14-61(b)	
98-93(c)(1)	Reinspection fees shall be consistent with 14-61(c)(1)	
98-93(d)	Lost Plans fee shall be consistent with 14-61(d). Planning shall not assess administrative processing fee	
98-93(e)	Revised Plans Review fee shall be consistent with 14-61(e)	
98-93(f)	Lost Permit Card fee shall be consistent with 14-61(f)	
98-93(g)	Inspection Fee hourly rate. As determined by the department at the beginning of each fiscal year	
98-93(h)	Plans re-review fee shall be consistent with 14-61(h)	
98-93(i)	Expedited plans review and inspections in addition to all applicable fees	
	Expedited plans review (not to exceed 4 hours)	500.00
	Expedited inspection	150.00
98-93(l)	Annual Adjustment of rates. The rates pertaining to this division will administratively adjusted annually to reflect increase(s) or decrease(s) in the Consumer Price Index for all urban consumers, CPI-U	
	Phased Permit	
98-93(n)	If department review of Phase Permit application is required, a fee consistent with 14-61(e) shall be assessed.	
98-~~92(e)~~	Temporary and special event fees	

93(a)

Temporary platforms for public assembly, first approval	26.96
Temporary bleachers for public assembly, first approval	24.88
Tents up to 1,000 square feet per unit (excluding electric and plumbing)	26.96
Tents each additional 1,000 square feet over 1,000 per unit (excluding electric and plumbing)	17.62
Construction trailer, per trailer	26.96
Office trailer, per trailer	26.96
Temporary power for construction	26.96
Temporary toilet/outhouse	14.51
Enforcement of City Code related to building trade permits	
~~Painting permit~~	
~~• Commercial~~	~~26.00~~
~~Installation or replacement of windows and exterior doors in all buildings, shutters, fixed glass or storefronts:~~	
~~Storefront including windows and doors therein~~	~~25.92~~
~~Moving buildings or other structures~~	~~26.96~~
~~Fences and/or walls:~~	
~~• Single-family and duplex buildings~~	~~12.44~~
~~• Multifamily commercial and industrial buildings~~	~~14.51~~
~~Awning, canopies and residential patio covers: New~~	

~~• Single-family home (per unit)~~	~~26.96~~
~~• All other occupancies 1—30 units~~	~~26.96~~
~~• Each additional 10 units over 30~~	~~26.96~~
~~Carport awning~~	~~25.92~~
~~Enforcement of City Code related to electrical permit fees:~~	
~~Charging stations (commercial)~~	~~240.58~~
~~Enforcement of City Code related to plumbing permit fees:~~	
~~Plumbing permits including building, electric and mechanical components~~	
~~Backflow protection devices, per device~~	~~38.36~~
~~Irrigation systems~~	
~~• First zone~~	~~9.33~~
~~• Each additional zone~~	~~21.77~~
~~Pool heater new~~	~~17.62~~
~~Plumbing permits—Stand alone~~	
~~Drainage or connections:~~	
~~Water meter/submeter connections to water supply system or to appliances/installations not covered by fixtures~~	~~25.92~~
~~Wells, tanks, gas, sewer:~~	
~~Drywells or discharge wells~~	~~25.92~~
~~Natural gas and liquefied petroleum, 1 unit per outlet and 1 per appliance~~	~~25.92~~
~~Water/gas mains per 1 unit per 50 feet~~	~~25.92~~

~~Sub-meter with backflow protection system up to 5 units~~	~~36.29~~
~~Sanitary, storm, condensation drains and collector lines per 1 unit per 50 feet~~	~~25.92~~

~~Enforcement of City Code related to mechanical permit fees:~~

~~AC unit new: Residential~~

~~• 1 Unit~~	~~29.03~~
~~• 2—5 Units~~	~~44.59~~
~~AC unit new: Commercial, per unit~~	~~48.73~~
~~Cooling tower with structural work~~	~~49.78~~

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~~New Construction or Reconfiguration of Space~~

~~Cost per 100 square feet based on occupancy type as defined by the Florida Building Code. Samples of occupancy types are provided for illustrative purposes only and are not inclusive of all uses within each occupancy type. The fee is calculated based on the total square footage multiplied by the rate per square foot, in 100 square feet intervals, as specified below~~

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~~OCCUPANCY TYPE~~	~~INCREMENTAL COST PER INCREMENTAL 100 SQUARE FEET (Effective Oct. 15, 2012)~~
~~A-1, Assembly: Fixed seating (theater, concert hall)~~	
~~• Up to 3,000 square feet~~	~~$6.23~~
~~• From 3,001 square feet to 15,000 square feet, above fee plus~~	~~0.10~~

~~• From 15,001 square feet to 50,000 square feet, above fee plus~~	~~0.10~~
~~A-1, Alteration/Remodeling~~	~~6.87~~
~~A-2, Assembly: Food and drink (restaurant, night club, bar)~~	
~~• Up to 350 square feet~~	~~50.38~~
~~• From 351 square feet to 17,500 square feet, above fee plus~~	~~0.55~~
~~• From 17,501 square feet to 50,000 square feet, above fee plus~~	~~0.29~~
~~A-2, Alteration/Remodeling~~	~~58.90~~
~~A-3, Assembly (worship, amusement, arcade, community hall)~~	
~~• Up to 1,000 square feet~~	~~20.84~~
~~• From 1,001 square feet to 50,000 square feet, above fee plus~~	~~0.32~~
~~A-3, Alteration/Remodeling~~	~~20.61~~
~~B, Business~~	
~~• Up to 500 square feet~~	~~48.09~~
~~• From 501 square feet to 25,000 square feet, above fee plus~~	~~0.65~~
~~• From 25,001 square feet to 50,000 square feet, above fee plus~~	~~0.64~~
~~B, Alteration/Remodeling~~	
~~• Up to 500 square feet~~	~~12.37~~
~~• From 501 square feet to 50,000 square feet, above fee plus~~	~~7.21~~
~~D/E, Day care and educational~~	
~~• Up to 3,000 square feet~~	~~9.35~~

~~• From 3,001 square feet to 50,000 square feet, above fee plus~~	~~0.16~~
~~D/E, Alteration/Remodeling~~	
~~• Up to 3,000 square feet~~	~~3.30~~
~~• From 3,001 square feet to 50,000 square feet, above fee plus~~	~~0.89~~
~~I-1, Institutional (ambulatory, clinic)~~	
~~• Up to 1,500 square feet~~	~~19.25~~
~~• From 1,501 square feet to 50,000 square feet, above fee plus~~	~~0.07~~
~~I-1, Alteration/Remodeling~~	
~~• Up to 1,500 square feet~~	~~9.48~~
~~• From 1,501 square feet to 50,000 square feet, above fee plus~~	~~1.07~~
~~I-2, Institutional (nonambulatory, hospital)~~	
~~• Up to 4,500 square feet~~	~~6.35~~
~~• From 4,501 square feet to 50,000 square feet, above fee plus~~	~~0.33~~
~~I-2, Alteration/Remodeling~~	
~~• Up to 4,500 square feet~~	~~9.48~~
~~• From 4,501 square feet to 50,000 square feet, above fee plus~~	~~1.07~~
~~M, Mercantile (department store or drug store)~~	
~~• Up to 1,000 square feet~~	~~20.84~~
~~• From 1,001 square feet to 50,000 square feet, above fee plus~~	~~0.32~~
~~M, Mercantile (department store or drug store) Alteration/Remodeling~~	~~20.61~~

~~M, Mercantile (gas station)~~	
~~• Up to 400 square feet~~	~~60.12~~
~~• From 401 square feet to 20,000 square feet, above fee plus~~	~~0.81~~
~~• From 20,001 square feet to 50,000 square feet, above fee plus~~	~~0.79~~
~~M, Mercantile (gas station), Alteration/Remodeling~~	~~51.54~~
~~M, Mercantile (retail or wholesale)~~	
~~• Up to 1,500 square feet~~	~~17.38~~
~~• From 1,501 square feet to 50,000 square feet, above fee plus~~	~~0.28~~
~~M, Mercantile (retail or wholesale), Alteration/Remodeling~~	~~13.74~~
~~R-1, Residential: Transient (boarding house, hotel, motel)~~	
~~• Up to 2,000 square feet~~	~~12.82~~
~~• From 2,001 square feet to 50,000 square feet, above fee plus~~	~~0.26~~
~~R-1, Alteration/Remodeling~~	~~10.31~~
~~R-2, Residential: Permanent (apartment, dormitory, timeshare)~~	
~~• Up to 600 square feet~~	~~42.76~~
~~• From 601 square feet to 30,000 square feet, above fee plus~~	~~0.87~~
~~• From 30,001 square feet to 50,000 square feet, above fee plus~~	~~0.75~~
~~R-2, Alteration/Remodeling~~	~~34.36~~
~~R-3, Residential: Permanent (dwellings, custom homes)~~	
~~• Up to 1,500 square feet~~	~~16.04~~

~~• From 1,501 square feet to 10,000 square feet, above fee plus~~	~~1.42~~
~~• From 10,001 square feet to 50,000 square feet, above fee plus~~	~~0.80~~
~~R-3, Alteration/Remodeling~~	~~13.74~~
~~R-4, Residential: Assisted living (6—16 persons)~~	
~~• Up to 1,500 square feet~~	~~13.90~~
~~• From 1,501 square feet to 50,000 square feet, above fee plus~~	~~0.23~~
~~R-4, Alteration/Remodeling~~	~~13.74~~
~~S-1, Storage: Moderate hazard (repair garage)~~	
~~• Up to 500 square feet~~	~~29.38~~
~~• From 501 square feet to 25,000 square feet, above fee plus~~	~~0.33~~
~~• From 25,001 square feet to 50,000 square feet, above fee plus~~	~~0.17~~
~~S-1, Alteration/Remodeling~~	
~~• Up to 500 square feet~~	~~16.08~~
~~• From 501 square feet to 50,000 square feet, above fee plus~~	~~6.29~~
~~S-2, Storage: Low hazard (excluding parking garage)~~	
~~• Up to 1,000 square feet~~	~~20.84~~
~~• From 1,001 square feet to 50,000 square feet, above fee plus~~	~~0.32~~
~~S-2, Storage: Low hazard (excluding parking garage), Alteration/Remodeling~~	~~20.61~~
~~S-2, Storage: Parking garage~~	
~~• Up to 15,000 square feet~~	~~1.78~~

~~• From 15,001 square feet to 50,000 square feet~~	~~0.05~~
~~S-2, Storage: Parking garage, Alteration/Remodeling~~	~~1.37~~
~~Shell building < 75 feet~~	
~~• Up to 7,500 square feet~~	~~3.42~~
~~• From 7,501 square feet to 50,000 square feet, above fee plus~~	~~0.07~~
~~Shell building > 75 feet~~	
~~• Up to 15,000 square feet~~	~~2.13~~
~~• From 15,001 square feet to 50,000 square feet, above fee plus~~	~~0.06~~
~~For any square footage over 50,000 square feet, above fee per occupancy type plus:~~	
~~I, Institutional (clinic or hospital)~~	~~0.10~~
~~M, Mercantile (retail or wholesale only)~~	~~0.28~~
~~R, Residential~~	~~0.31~~
~~S, Storage, excluding parking garage~~	~~0.24~~
~~S-2, Storage: Parking garage or shell buildings~~	~~0.06~~
~~All other occupancy types, including, but not limited to: A, Assembly; B, Business; D, Day care; E, Educational; and M, Mercantile (department store, drug store, gas station)~~	~~0.34~~

98-94(a)(1),(2)	Upfront Fee shall be consistent with 14-62(a)
98-94 (b)	Refunds, time limitations, cancellations, change of

	contractors shall be processed and fees assessed consistent with 14-62(b)(4),(5),(6),(7)	
98-95	Certificate of occupancy or completion shall be processed and fees assessed consistent with 14-66(1)	
98-97	Employee training, education, safety and technology enhancements and other surcharge will be assessed consistent with 14-70(1),(2),(3),(5), as applicable	
98-98	Interest and collection fees shall be charged for unpaid amounts (fees) due.	
98-98(b)	Documents. Requests for copies of department records, inspection reports, logs or other similar documents maintained by the department will be charged a fee consistent with 14-61(d)	
	Minimum Public Works fee associated with a building permit	70.00

Section this Code	Description	Amount
	Chapter 102. Taxation	
	Article IV. Resort Tax	
	Division 4. Tax	
102-310(b)	Resort tax registration fee:	
	At time of registration	25.00
	If compelled to register because of failure or refusal to pay	100.00
102-311(h)	Dishonored checks, the greater of:	
	The charge paid by the city to the bank, plus 25% of the bank charge, minimum	5.00
	5% of the amount of the check	
102-314(f)	Reporting fee:	
	Initial late reporting fee	50.00
	Plus, for each 30-day late period	25.00
	Maximum	500.00
	Article V. Occupational License Tax	
102-384	Fee for hearing when licensee or permittee fails to comply with notice of violation or when requested by aggrieved applicant/licensee	75.00
	Chapter 106. Traffic and Vehicles	
	Article V. Police Vehicle Towing	

	Division 2. Permit	
106-216	Per vehicle tow	20.00
	Article VI. Towing and Immobilization of Vehicles	
106-269(c)(1)c	Fee for removal of immobilization device, not to exceed	25.00
	Chapter 110. Utilities	
	Article III. Stormwater Utility	
110-39(e)	Meter test fees: (if meter found to be working properly)	
	Up to 1 inch	50.00
	1.5 to 2 inches	100.00
	3 inches and greater	275.00
	2nd Request within a 12-month period	
	Up to 1 inch	75.00
	1.5 to 2 inches	125.00
	3 inches and greater	300.00
110-39(g)	Unauthorized use of city water/meter tampering	100.00
	Unauthorized use of city water/meter tampering (2nd occurrence)	200.00
	Unauthorized use of city water/meter tampering (3rd occurrence and each subsequent occurrence). (In addition, the owner and/or consumer shall pay all costs associated with keeping the service off, including, but not limited to, all utility expenses, materials, cost of equipment, and reasonable attorney fees)	300.00
110-42(b)	Unauthorized turn-on of service	100.00

	Unauthorized turn-on of service (2nd occurrence)	200.00
	Unauthorized turn-on of service (3rd occurrence and each subsequent occurrence). (In addition, the owner and/or consumer shall pay all costs associated with keeping the service off, including, but not limited to, all utility expenses, materials, cost of equipment, city labor costs, and reasonable attorney's fees and costs)	300.00
110-43(c)	Turn-on fee	25.00
110-109(c)	Stormwater utility service charge effective with billings on or after the following dates shall be as follows:	
	October 1, 2000	3.25
	October 1, 2001	4.00
	October 1, 2002	5.50
	October 1, 2003	5.80
	October 1, 2004	5.80
	October 1, 2005	5.80
	October 1, 2008	7.42
	October 1, 2009	9.06
	October 1, 2014	16.67

Article IV. Fees, Charges, Rates and Billing Procedure

Division 2. Rates, Fees and Charges

110-166(a) Minimum service charge:

Size of	Gallons of	Minimum

Meter	Water per Month	Monthly Service Charge (effective for billings on or after October 1, 2000)
¾"	5,000	$ 11.05
1"	7,000	15.47
1½"	11,000	24.31
2"	17,000	37.57
3"	40,000	88.40
4"	80,000	176.80
6"	120,000	265.20
8"	200,000	442.00

Size of Meter	Gallons of Water per Month	Minimum Monthly Service Charge (effective for billings on or after October 1, 2001)
¾"	5,000	$ 11.30
1"	7,000	15.82
1½"	11,000	24.86

2"	17,000	38.42
3"	40,000	90.40
4"	80,000	180.80
6"	120,000	271.20
8"	200,000	452.00

Size of Meter	Gallons of Water per Month	Minimum Monthly Service Charge (effective for billings on or after October 1, 2002)
¾"	5,000	$ 11.55
1"	7,000	16.17
1½"	11,000	25.41
2"	17,000	39.27
3"	40,000	92.40
4"	80,000	184.80
6"	120,000	277.20
8"	200,000	462.00

Size of Meter	Gallons of Water per Month	Minimum Monthly Service Charge (effective for billings on or after October 1, 2003
¾"	5,000	$ 11.88
1"	7,000	16.60
1½"	11,000	26.04
2"	17,000	40.20
3"	40,000	94.48
4"	80,000	188.88
6"	120,000	283.28
8"	200,000	472.08

Size of Meter	Gallons of Water per Month	Minimum Monthly Service Charge (effective for billings on or after October 1, 2004)
¾"	5,000	$ 12.13

1"	7,000	16.95
1½"	11,000	26.59
2"	17,000	41.05
3"	40,000	96.48
4"	80,000	192.88
6"	120,000	289.28
8"	200,000	482.08

Size of Meter	Gallons of Water per Month	Minimum Monthly Service Charge (effective for billings on or after October 1, 2005)
¾"	5,000	$ 12.38
1"	7,000	17.30
1½"	11,000	27.14
2"	17,000	41.90
3"	40,000	98.48
4"	80,000	196.88
6"	120,000	295.28

8"	200,000	492.08

Size of Meter	Gallons of Water per Month	Minimum Monthly Service Charge (effective for billings on or after October 1, 2006)
¾"	5,000	$ 13.95
1"	7,000	19.53
1½"	11,000	30.69
2"	17,000	47.43
3"	40,000	111.60
4"	80,000	223.20
6"	120,000	334.80
8"	200,000	558.00

Size of Meter	Gallons of Water per Month	Minimum Monthly Service Charge (effective for billings on or after

		October 1, 2007)
¾"	5,000	$16.15
1"	7,000	22.61
1.05"	11,000	35.53
2"	17,000	54.91
3"	40,000	129.20
4"	80,000	258.40
6"	120,000	387.60
8"	200,000	646.00

Size of Meter	Gallons of Water per Month	Minimum Monthly Service Charge (effective for billings on or after October 1, 2008)
¾"	5,000	$19.40
1"	7,000	27.16
1.5"	11,000	42.68
2"	17,000	65.96
3"	40,000	155.20
4"	80,000	310.40

6"	120,000	465.60
8"	200,000	776.00

Size of Meter	Gallons of Water per Month	Minimum Monthly Service Charge (effective for billings on or after October 1, 2009)
¾"	5,000	$21.80
1"	7,000	30.52
1.5"	11,000	47.96
2"	17,000	74.12
3"	40,000	174.40
4"	80,000	348.80
6"	120,000	523.20
8"	200,000	872.00

Size of Meter	Gallons of Water per Month	Minimum Monthly Service Charge (effective for billings on or after

October 1, 2014)

¾"	5,000	$22.15
1"	7,000	31.01
1.5"	11,000	48.73
2"	17,000	75.31
3"	40,000	177.20
4"	80,000	354.40
6"	120,000	531.60
8"	200,000	886.00

Section this Code	Description	Amount
110-166(b)	Water in excess of subsection 110-166(a), shall be as follows: $2.21 per 1,000 gallons, effective with billings on or after October 1, 2000; $2.26 per 1,000 gallons, effective with billings on or after October 1, 2001; $2.31 per 1,000 gallons, effective with billings on or after October 1, 2002; $2.44 per 1,000 gallons, effective with billings on or after October 1, 2003; $2.49 per 1,000 gallons, effective with billings on or after October 1, 2004; and $2.54 per 1,000 gallons, effective with billings on or after October 1, 2005; and $2.79 per 1,000 gallons, effective with billings on or after October 1, 2006; $3.23 per 1,000 gallons, effective with billings on or after October 1, 2007; $3.88 per 1,000 gallons, effective with billings on or after October 1, 2008; and $4.36 per 1,000 gallons, effective with billings on or after October 1, 2009; and $4.43 per 1,000 gallons, effective with billings on or after October 1, 2014.	
110-166(d)	Tapping fee, per size of tap in inches:	
	¾	4,726.00

	1	4,665.00
	1½	5,106.00
	2	5,116.00
	3	5,627.00
	4	6,189.00
	6	6.808.00
110-166(e)	Guarantee of payment deposit, per service in inches:	
	¾	40.00
	1	50.00
	1½	60.00
	2	100.00
	3	500.00
	4	600.00
	6	1,000.00
	8	1,500.00
110-166(f)	Re-read fee (Charged if meter found to be working properly)	25.00
110-166(g)	Special read fee	25.00
110-166(h)	Servicing a meter found damaged, destroyed or missing will require actual replacement cost plus all costs associated with replacement of meter	Actual costs
110-166(i)	Field visit fee:	

	Normal business hours	25.00
	After normal business hours	50.00
110-167(a)	Water impact fee, per meter size in inches:	
	5/8	155.00
	¾	230.00
	1	385.00
	1½	775.00
	2	1,240.00
	3	2,480.00
	4	3,875.00
	6	7,750.00
	8	12,400.00

Larger than 8 inches, based on relative meter capacities

110-168(a) Sanitary sewer service charge, shall be as follows: $3.73 per 1,000 gallons, effective with billings on or after October 1, 2000; $3.81 per 1,000 gallons, effective with billings on or after October 1, 2001; $3.90 per 1,000 gallons, effective with billings on or after October 1, 2002; $4.03 per 1,000 gallons, effective with billings on or after October 1, 2003; $4.12 per 1,000 gallons, effective with billings on or after October 1, 2004; and $4.21 per 1,000 gallons, effective with billings on or after October 1, 2005; and $4.25 per 1,000 gallons, effective with billings on or after October 1, 2006;$4.93 per 1,000 gallons, effective with billings on or after October 1, 2007; $5.62 per 1,000 gallons, effective with billings on or after October 1, 2008; and $6.04 per 1,000 gallons, effective with billings on or after October 1, 2009; and $6.34 per 1,000 gallons, effective with billings on or after October 1, 2013; and $7.55 per 1,000 gallons, effective with billing on or after October 1, 2014.

110-169(a) Sewer impact fee, per meter size in inches:

	5/8	235.00
	¾	350.00
	1	585.00
	1½	1,175.00
	2	1,880.00
	3	3,760.00
	4	5,875.00
	6	11,750.00
	8	18,800.00
	Larger than 8 inches, based on relative meter capacities	
110-170(a)	Submeter service inspection	50.00
	Division 3. Billing Procedure	
110-191(f)	Dishonored checks, the larger of:	
	Base fee	20.00
	5% of the amount of the check	
110-192(b)	Disconnect charge (includes connecting after payment) (If disconnected for nonpayment all future payments must be made by ACH bank transfers or by a city accepted credit/debit card)	40.00
110-192(e)	Unauthorized turn-on after disconnect	100.00
	Unauthorized turn-on after disconnect (2nd occurrence)	200.00
	Unauthorized turn-on after disconnect for cause (3rd occurrence and each subsequent occurrence) (In addition, the owner and/or consumer shall pay all costs associated with keeping the service off including, but not limited to, all	300.00

utility expenses, materials, cost of equipment, city labor costs, and reasonable attorney's fees costs) .....

Subpart B. Land Development Regulations

~~Chapter 114. General Provisions~~

114-7(e)	~~Fees for administration of land development regulations:~~	
114-7(e)(2)	~~Zoning compliance letters in single-family districts .....~~	50.00
	~~Zoning compliance letters in other than single-family districts, general interpretation letters .....~~	160.00
	~~Confirmation of zoning classification and permitted use .....~~	50.00

~~Chapter 118. Administration and Review Procedures~~

~~Article I. In General~~

~~118-3~~	~~Mailing list in conjunction with application for public hearing, per mailing address .....~~	~~1.00~~

~~Article III. Amendment Procedure~~

~~118-162(d)~~a	~~Fees for applicants requesting a public hearing on any application for amendment to the land development regulations:~~	
~~118-162(d)(1)~~	~~Change of zoning map designation or change on the future land use map of the comprehensive plan which would change the actual list of permitted, conditional or prohibited uses, per square foot of lot area .....~~	0.11
	~~Proposals that involve a change of zoning map designation or future land use map changes which would change the actual list of permitted, conditional or prohibited uses, per square foot of lot area for each request .....~~	0.11
	~~Changes in the actual list of permitted, conditional or prohibited uses, per section of the land development regulations or comprehensive plan .....~~	1,295.00
~~118-~~	~~Amendment to the land development regulations or comprehensive plan which does not change the actual list of permitted, conditional or prohibited~~	~~1,945.00~~

~~162(d)(2)~~	~~uses, per section of the land development regulations or comprehensive plan .....~~	
	~~Article IV. Conditional Use Procedure~~	
~~118-196(1)~~	~~Fees required by applicant requesting and obtaining a public hearing before the planning board:~~	
~~118-196(1)a~~	~~Conditional use, when a fee has not been established for a specific use .....~~	~~1,295.00~~
~~118-196(1)b~~	~~Adult congregate living facility .....~~	~~1,295.00~~
	~~Adult congregate living facility, per bed .....~~	~~75.00~~
	~~Adult congregate living facility, per mailing address .....~~	~~0.50~~
~~118-196(2)~~	~~Request for minor amendment to an approved conditional use, clarification of conditions or an extension of time .....~~	~~540.00~~
~~118-196(3)~~	~~Request for a substantial amendment to an approved conditional use .....~~	~~860.00~~
~~118-196(4)~~	~~Withdrawal of application prior to date of public hearing, request for new hearing date .....~~	~~320.00~~
~~118-196(5)~~	~~Requests for deferral of public hearing, a fee commensurate with all costs, not less than .....~~	~~645.00~~
~~118-196(6)~~	~~Filing appeal of planning and zoning director's decision .....~~	~~860.00~~
~~118-196(7)~~	~~Triple fees for after-the-fact conditional use application~~	
	~~Article VI. Design Review Procedures~~	
~~118-255(a)~~	~~Fees for submission of application to planning, design and historic preservation division:~~	
~~118-255(a)(1)~~	~~Application for preliminary evaluation of project .....~~	~~320.00~~
~~118-255(a)(2)~~	~~Application requiring hearing for design review approval, base fee .....~~	~~860.00~~

	~~Application requiring hearing for design review approval, per square foot of floor area, up to a maximum of $10,000.00 .....~~	~~0.10~~
~~118-255(a)(3)~~	~~Application requiring staff review for minor alterations and minor additions including storefront replacement and storefront reconfiguration .....~~	~~105.00~~
~~118-255(a)(4)~~	~~Application pertaining only to signs, awnings and window replacements .....~~	~~50.00~~
~~118-255(a)(5)~~	~~Application pertaining only to paint .....~~	~~25.00~~
~~118-255(a)(6)~~	~~Deferment or clarification hearing request .....~~	~~645.00~~
~~118-255(a)(9)~~	~~Application pertaining to extensions of time .....~~	~~860.00~~
~~118-255(a)(10)~~	~~After-the-fact design review application incurs triple fees:~~	
~~118-255(a)(10)c~~	~~In addition, request for staff level review of adjustment to after-the-fact application fee, to place the item on the board's agenda .....~~	~~80.00~~
~~118-255(a)(11)~~	~~Minor revisions to previously approved plans, for reviews conducted by staff (plus one-half the original fee for plans which were approved by the board) .....~~	~~25.00~~
~~118-255(a)(12)~~	~~Major revisions to plans previously approved by the board, base fee (plus one-half the original fee for plans which were approved by the board) .....~~	~~160.00~~
~~118-255(a)(13)~~	~~Appeal of a staff decision to the board .....~~	~~860.00~~
	~~Appeal of a board decision to the city commission requires a fee of the lesser of: (i) $860.00 or (ii) one-half of the original application fee.~~	
~~118-255(a)(14)~~	~~Application pertaining to rehearing of project requires a fee of one-half of the original fee~~	
	~~Article VII. Division of Land/Lot Split~~	

~~118-321(1)~~	~~Application for review of the division of lots; lots splits .....~~	~~1,295.00~~
	~~After-the-fact application for the division of lots; lot splits (This fee is in addition to the application fee above) .....~~	~~645.00~~
~~118-321(2)~~	~~Request for deferment or extension of time .....~~	~~645.00~~
	~~Article VIII. Procedure for Variances and Administrative Appeals~~	
~~118-357(1)~~	~~Variances and appeals from administrative decisions and signs:~~	
~~118-357(1)a~~	~~Filing for single-family residences .....~~	~~215.00~~
	~~Additional fee for each individual single-family residence variance requested .....~~	~~105.00~~
~~118-357(1)b~~	~~Filing for multifamily, commercial, industrial or mixed use development properties .....~~	~~860.00~~
	~~Additional fee for each individual single-family residence variance requested .....~~	~~240.00~~
~~118-357(1)c~~	~~Appeal from administrative decision .....~~	~~1,295.00~~
~~118-357(1)d~~	~~Signs .....~~	~~860.00~~
	~~Signs, additional fee per request .....~~	~~160.00~~
~~118-357(1)e~~	~~Supplemental fee, per mailing address, except variances associated with single-family residences .....~~	~~0.60~~
~~118-357(2)~~	~~Deferments, withdrawals and clarifications:~~	
~~118-357(2)a~~	~~Single-family residences, per variance .....~~	~~150.00~~
~~118-357(2)b~~	~~Multifamily, commercial, industrial or mixed use development, per variance .....~~	~~645.00~~
~~118-357(2)c~~	~~Appeal from administrative decision .....~~	~~645.00~~
~~118-357(4)~~	~~Requests for a clarification, extension of time, an amendment to a previous~~	~~860.00~~

	~~board of adjustment decision, or any other request that is not a variance or appeal of an administrative decision .....~~	
~~118-357(8)~~	~~Failure to appear, failure to defer appearing for progress report required as condition for granting variance .....~~	~~430.00~~
	~~Article IX. Nonconformances~~	
~~118-399(1)c.1~~	~~Retention of illegally subdivided and undersized apartment units, hotel units and adult congregate living facility units and illegally installed kitchens, fee for establishment as legally nonconforming .....~~	~~860.00~~
	~~Plus an additional processing fee for retention of illegally subdivided and undersized units, hotel units and adult congregate living facility units and illegally installed kitchens, per unit .....~~	~~75.00~~
	~~Article X. Historic Preservation~~	
	~~Division 2. Historic Preservation Board Review of Projects~~	
~~118-537(a)(1)~~	~~A request pertaining to the rehearing of a project requires a fee of one-half the original fee.~~	
~~118-537(b)(1)~~	~~Appeal of a board decision to the special master requires a fee of the lesser of: (i) $860.00, or (ii) one-half of the original application fee.~~	
	~~Division 3. Issuance of Certificate of Appropriateness/Certificated to Dig/Certificate of Appropriateness for Demolition~~	
~~118-564(f)(7)a.~~	~~Projects requiring historic preservation board approval, base fee .....~~	~~860.00~~
	~~Projects requiring historic preservation board approval, per square foot of floor area, up to a maximum of $10,000.00 .....~~	~~0.10~~
	~~Major revisions to plans previously approved by the historic preservation board, base fee (plus one-half the original fee for plans which were approved by the board) .....~~	~~860.00~~
	~~Application for preliminary evaluation of a project .....~~	~~320.00~~

	~~Appeal of a staff decision to the historic preservation board .....~~	~~750.00~~
	~~Deferment or clarification hearing request .....~~	~~645.00~~
	~~Application pertaining to extensions of time .....~~	~~860.00~~
	~~Application requiring staff review for minor alterations and minor additions including storefront replacement and storefront reconfiguration .....~~	~~105.00~~
	~~Application pertaining only to signs, awnings and window replacements .....~~	~~50.00~~
	~~Staff level application pertaining only to paint .....~~	~~20.00~~
	~~Projects reviewed by staff .....~~	~~105.00~~
~~118-564(f)(7)a.3~~	~~Request for staff level review of adjustment to after-the-fact fee, to place the item on the board's agenda .....~~	~~80.00~~
	~~Division 4. Designation~~	
~~118-591(a)(3)~~	~~Fees for designation of historic sites, structures, buildings, etc.:~~	
~~118-591(a)(3)a~~	~~Request for site designation .....~~	~~1,080.00~~
~~118-591(a)(3)b~~	~~Request for district designation, per platted lot .....~~	~~12.00~~
	Chapter 130. Off-Street Parking	
	Article V. Parking Impact Fee Program	
~~130-132~~	~~Impact fee calculation, one-time payment at the time of issuance of building permit, assessed in percentages as listed in section 130-132 .....~~	~~35,000.00~~
	Article VII. Surplus and Under-Utilized Parking Spaces	
130-192	Lease of under-utilized parking spaces, application fee	215.00
	Additional fee regarding application for lease of under-utilized parking spaces,	6.00

per space .....

Chapter 138. Signs

Article IV. Temporary Signs

138-131(d)	Maximum amount of bond for temporary signs 6 square feet or larger	300.00
138-135(e)(5)	Permit for real estate sign in single-family residential districts. Non-online applications. per primary sign	10.00
138-136(e)(5)	Permit fee for real estate signs for multifamily, commercial, industrial, vacant land (other than residential). Non-online applications. per sign	25.00
138-137(e)	Minimum bond amount for temporary balloon signs	500.00

Chapter 142. Zoning Districts and Regulations

Article II. District Regulations

Division 18. PS Performance Standard District

142-704(4)	In-lieu-of payment for open space requirement, per square foot of open space not provided	5.00

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LAND DEVELOPMENT AND PERMITTING FEES

ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 14, "BUILDING REGULATIONS," DIVISION 2, "PERMIT FEES," AT SECTIONS 14-61, 14-62, 14-66, 14-67, 14-68, 14-70, AND 14-72; CHAPTER 15, "ZONING REVIEW FEE ASSOCIATED WITH THE BUILDING PERMIT PROCESS," ARTICLE II, "ZONING REVIEW FEES ASSOCIATED WITH THE BUILDING PERMIT PROCESS," AT SECTIONS 15-31, 15-32, 15-33, 15-34, 15-35, 15-36, AND 15-37; CHAPTER 50, "FIRE PREVENTION AND PROTECTION," AT SECTIONS 50-3, 50-4, 50-5, 50-6, 50-7, AND 50-8; CHAPTER 66, "MARINE STRUCTURES, FACILITIES AND VEHICLES," ARTICLE III, "PIERS, DOCKS AND BOAT RAMPS," AT SECTION 66-114; CHAPTER 86, "SALES," DIVISION 2, "PERMIT," AT SECTION 86-56; CHAPTER 98, "STREETS AND SIDEWALKS," ARTICLE III, "EXCAVATIONS," DIVISION 2, "PERMIT," AT SECTIONS 98-93 AND 98-94; FURTHER AMENDING CHAPTER 50, "FIRE PREVENTION AND PROTECTION," TO CREATE SECTIONS 50-9, 50-10, 50-11, 50-12, 50-13, 50-14, AND 50-15; CHAPTER 98, "STREETS AND SIDEWALKS," ARTICLE III, "EXCAVATIONS," DIVISION 2, "PERMIT," TO CREATE SECTIONS 98-95, 98-96, 98-97, 98-98, 98-99, AND 98-100; UPDATING AND CONSOLIDATING THE SECTIONS OF THE CITY CODE OF ORDINANCES THAT REQUIRE THE ASSESSMENT OF FEES FOR PERMITTING SERVICES IN ORDER TO IMPROVE PREDICTABILITY, TRANSPARENCY AND EFFICIENCY OF THE CODE; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, 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 Land Development Regulations of the City Code contain fees for development review and other services to cover the costs of implementing the regulations contained therein; and

WHEREAS, the City is in the process of updating of its Enterprise Resource Planning (ERP) program in order to automate, streamline and refine city processes; and

WHEREAS, in order to facilitate the automation of city processes, it is necessary to ensure that fees land development fees be as transparent as possible; and

WHEREAS, the City Administration has reviewed the structure of fees associated with land development and permit review and determined a more efficient, effective and transparent way to asses fees for these services is necessary; 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 14, "Building Regulations," Article II, "Construction Fees," Division 2, "Permit Fees," is hereby amended as follows:

Sec. 14-61. - Permit fees, generally.

* * *

(c) Reinspection fees.

* * *

(2) Payment of the reinspection fee shall be required before any subsequent permits will be issued to the person or entity owing same. Further inspections ~~may~~ shall be withheld until payment of reinspection fees has been made.

(d) Lost plans fee. When permitted set of plans are lost by the applicants, owners, contractors, or any of their representatives, a recertification fee will be required to reproduce, stamp and approve a new set of plans as a field copy. Such fee shall be based on a cost per page as specified in appendix A, plus an administrative processing fee as outlined in appendix A.

(e) Revised plans processing fee. The charge for plans processing of revisions to a permitted set of plans shall be ~~based on the plan reviewer's actual review time multiplied by the hourly rate~~ as specified in appendix A, plus an administrative processing fee as outlined in appendix A.

(f) Lost permit card fee. After a permit has been issued, if the permit inspection card has been lost, a replacement fee as specified in appendix A shall be charged.

(g) ~~Plans review and i~~ Inspection fee hourly rate. The ~~plans review and~~ inspection fee hourly rate, as specified in appendix A, is determined at the beginning of each fiscal year based on the building department's approved overhead and indirect costs and the resources assigned to the ~~plan review and~~ inspection program.

~~(h) Dedicated inspectors. Dedicated inspectors may be requested by the applicant to be assigned solely to their project for a specified number of hours per day. This request may be granted by the building official, at his/her sole discretion and judgment. If a request is granted, the building official will use city inspectors for this effort and secure a contractor to back-fill the regular duties of the city inspector. The applicant will, in addition to the regular permit and other applicable fees, reimburse the direct cost incurred by the city to pay for the services of the contractor who is back-filling for the city inspector.~~

(h)~~(i)~~ Plans re-review fee. When extra plans reviews are due to the failure to correct code violations specifically and continuously noted in each rejection, including, but not limited to,

egress, fire protection, structural stability, energy, accessibility, lighting ventilation, electrical, mechanical, plumbing, and gas systems, or other requirements identified by the rule of the Florida Building Commission, in compliance with F.S. § 553.80(2)(b), each time after the third such review that plans are rejected for the same code violation, a fee of four times the amount of the proportion of the permit fee shall be attributed to plans review.

~~Plans re-review fee. When extra plans reviews are due to the failure to correct code violations specifically and continuously noted in each rejection, including, but not limited to, egress, fire protection, structural stability, energy, accessibility, lighting ventilation, electrical, mechanical, plumbing, and gas systems, or other requirements identified by the rule of the Florida Building Commission, in compliance with F.S. § 553.80(2)(b), each time after the third such review that plans are rejected for the same code violation, a fee of four times the cost of the upfront fee of that permit.~~

(i)~~(j)~~ Expedited plans review and inspection fee. Upon request from the applicant, the department may schedule an expedited plans review or inspection, on an overtime basis by city staff. When such service is provided, a fee as specified in appendix A shall be charged, in addition to the regular permit fee and other applicable fees. ~~Express~~ Expedited plan review service may be requested by the applicant with a cost plus fee incurred in addition to the regular permit fee and other applicable fees.

(j)~~(k)~~ Permits for work not identified in appendix A. If it is determined that no specific fee category directly matches a permit application request, the building official may identify a category that closely matches the level of effort or determine what the work will be charged at based on the time dedicated for plans review and inspection. The building official may require an upfront fee and a deposit to cover the estimated cost of the services to be provided.

(k)~~(l)~~ City projects. The cost of enforcing state statutes, the building code, or the city's land development regulations on city related projects will be reimbursed based on the actual time spent in the processing, review and inspection of such projects. The payment will be due prior to issuance of the certificate of occupancy or completion for the project. Effective October 1, 2011, for any active permit applied for on or after February 1, 2010, fees shall be based on the permit fee schedule in place at the time of the permit application submittal, and should be paid accordingly.

(l)~~(m)~~ [Annual adjustment of rates.] The rates in appendix A pertaining to this division will be administratively adjusted annually to reflect increase(s) or decrease(s) in the Consumer Price Index for all urban consumers, CPI-U. ~~Consumers in the Southeast United States for all items.~~

(m)~~(n)~~ Electronic concurrent plan processing. In order to create a more efficient permitting process, the building department ~~has established~~ will be implementing procedures to process plans electronically via ~~a concurrent~~ an automated workflow. Once implemented, the department will request that applicants submit plans in an electronic format. If the applicant chooses to submit paper plans, the director, or his designee has the authority to invoice for reimbursement of the conversion of ~~construction~~ documents submitted to an electronic format

~~(o) [Reevaluation of rates.] The rates in Appendix A for permit fees pertaining to this chapter shall be reevaluated administratively no less than every three years from the last adopted changes. Any recommended changes shall be brought to the city commission for consideration and final approval.~~

(n)~~(p)~~ Phase permits. The Building Official is authorized by the Florida Building Code to provide early start approval. The holder of such permit shall proceed at the holder's own risk with the building construction and without assurance that a permit for the entire structure will be granted. A fee as specified in appendix A shall be paid.

(o)~~(q)~~ Private provider fee. When a property owner uses the services of a licensed private company for plan review and inspections services (Private Provider), the fee will be assessed as a regular building permit with a discount of 25% of the original building permit fee. If only the plan review or the inspections are done by the Private Provider, then the fee will be assessed as a regular building permit with a discount of 12.5% of the original building permit fee.

Sec. 14-62. - Building permits.

* * *

(b) Refunds, time limitations, cancellations, change of contractor. The fees charged pursuant to the schedule in appendix A, provided the same are for a permit required by Section 105.1 of the Florida Building Code, may be refunded by the building official subject to the following:

(1) No refunds shall be made on requests involving:

a. Permit fees of ~~$100.00~~ the minimum permit fee as specified in appendix A or less; or

b. Permits for which plans review has commenced; or

c.~~b~~. Permits revoked by the building official under authority granted by the Florida Building Code; or

d.~~c~~. Permits cancelled by court order; or d. Permits which have expired; or

e. Permits under which work has commenced as evidenced by any recorded inspection having been made by the department, unless the refund is due to an overcharge by the city.

* * *

(3) A full refund less the minimum up-front permit fee and any outside agency fees shall be granted to a permit applicant who requests a refund in writing within one year of payment, provided that no plan review has commenced.

A full refund less ~~$100.00~~ the minimum permit fee as specified in appendix A or the up-front permit fee, whichever amount is greater, rounded down to the nearest dollar, and any outside agency fees shall be granted to a permit applicant who requests a refund in writing within one year of payment, provided that a permit has not been issued.

A full refund less ~~$100.00~~ the minimum permit fee as specified in appendix A or the up-front permit fee, whichever amount is greater, rounded down to the nearest dollar, and any outside agency fees shall be granted to a permit holder (to whom a permit has been issued) who requests a refund in writing within one year of payment, provided:

* * *

(7) Where the permit is revoked, or becomes null and void, or expires because of lack of work or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work, pursuant to Section 105.4.1.1 of the Florida Building Code. If no more than 180 days of the expiration date of the original permit has passed, and no refund has been .made according to this section, the applicant may apply to renew the permit. The reapplication must be covering the same project and involving the same plans, and must be submitted with the plans and the applicant's validated copy of the original permit. A fee of 25 percent of the original permit fee, plus an additional ~~$57.00~~ processing fee equivalent to the minimum permit fee as specified in appendix A, shall be charged for a renewal under these circumstances.

* * *

Sec. 14-66. - Certificates of occupancy or completion ~~and certificate of use~~.

* * *

~~(2) Certificate of use.~~

~~a. No new building or premises or part thereof, except one- and two-family residences, shall be occupied until a certificate of use is issued by the city. Certificates of use shall not be issued until the premises have been inspected and found to comply with all requirements of this Code.~~

~~1. Apartment buildings, hotels and other multiple residential occupancies containing three or more units and occupied by only residential tenants shall require one certificate of use. Where these occupancies contain commercial activities in addition to residential tenants, an additional certificate of use for each commercial activity contained in the building shall be required.~~

~~2. Industrial, office and commercial buildings being occupied by a single tenant shall require one certificate of use. If an industrial, office or commercial building contains more than one tenant, an additional certificate of use shall be required for each unit occupied therein.~~

~~b. A certificate of use must be obtained annually. Certificate of use renewal fees are due and payable on June 1 of each year. Any person failing to timely apply for the annual renewal of a certificate of use may be issued a certificate of use only upon payment of a delinquency penalty of ten percent for the month of July or portion thereof and an additional five percent for each month of delinquency thereafter or portion thereof until paid. Renewal payments must be received by the license section prior to the first day of each penalty month to avoid additional penalties.~~

~~c. The first certificate of use issued in conjunction with a new building shall be issued at the time when a certificate of occupancy is issued and at no cost. Where individual certificates of use are required, a certificate of use shall be obtained and the charge shall be as established in subsection g., below.~~

~~d. As of the effective date of this subsection, all existing buildings or premises subject to this subsection must obtain a certificate of use.~~

~~e. Upon the issuance of a certificate of use for a building or premises, an annual inspection will be conducted thereafter to determine that each building or premises complies with all code requirements of the city.~~

~~f. In order to obtain a certificate of use, an original fee shall be paid for the purpose of defraying the costs of all the original inspections. An annual renewal fee shall be paid to defray the costs of these annual inspections necessary to determine compliance.~~

~~g. The fees for certificates of use shall be as specified in appendix A.~~

Sec. 14-67. - Forty-year building recertification program.

(a) There shall be a fee per building as specified in appendix A for the 40-year building recertification program, as required under Miami-Dade County Code Chapter 8, Section 8-11(f) and as said section may be amended from time to time. A six (6) month extension for building recertification may be granted by the building official. An extension fee as specified in appendix A shall be assessed.

* * *

Sec. 14-68. - ~~Annual facility permit~~ Reserved.

~~The Building Official is authorized by the Florida Building Code to issue an annual facility permit. Each firm or organization which obtains an annual facility permit shall include in their application for such permit a list of licensed maintenance personnel assigned to building, electrical, plumbing or mechanical work and the estimated annual maintenance costs. The fee shall be computed using the permit fee specified in appendix A for commercial alteration/remodeling. The minimum annual facility permit fee shall be as specified in appendix A. At the expiration of the annual facility permit, the job log shall be submitted to the building department for the calculation and payment of any additional fee due for the work performed according to the job log. No new annual facility permit shall be issued until the full amount for the prior year has been paid.~~

* * *

Sec. 14-70. - General information.

This section contains a list of other fees collected by the building department for other departments or agencies. Specific amounts are given in appendix A.

* * *

(4) Reserved. ~~A fee shall be charged to any building or structure for which a certificate of occupancy is being issued.~~

* * *

Sec. 14-72. - Interest and other charges.

(1) The city is authorized to charge interest to any amount due when not paid by the due date. The interest rate shall be at the highest legal limit authorized by law, plus collection costs and attorneys' fees.

(2) Documents. Requests for copies of building department records, inspection reports, logs, or similar documents maintained by the building department will be charged a fee as specified in appendix A.

SECTION 2. That Chapter 15, "Zoning Review Fee Associated with the Building Permit Process," Article II, "Zoning Review Fees Associated with the Building Permit Process," is hereby amended as follows:

Sec. 15-31. - Zoning review fees associated with the building permit process levied.

(a) Levied Permits. A separate zoning review fee associated with the building permit plans review process is hereby levied and imposed, and shall apply to the city's planning department zoning reviews of building, plumbing, electrical and mechanical permits and other plans review activities associated with the permit plans review process undertaken by that department. Said fee shall be collected by the building department on behalf of the planning department. Inspections and other fees of the planning department of the city are hereby levied and imposed and shall apply to building, plumbing, electrical and mechanical permits and other activities undertaken by that department as outlined in appendix A.

(b) Double fees. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing systems before obtaining the building official's approval or the necessary permits shall be subject to a penalty of 100 percent of the required permit fee, in addition to the required permit fees, plus a penalty for the first, second and subsequent offenses as outlined in appendix A.

(c) Reinspection fees.

(1) With respect to inspections, if the city finds it necessary, in order to enforce compliance with state statutes, the Florida Building Code, and the city's land development regulations to conduct an inspection, after an initial inspection and one subsequent reinspection, of any project or activity for the same code violation specifically and continuously noted in each rejection, including but not limited to, egress, fire protection, structural stability, energy, accessibility, lighting, ventilation, electrical, mechanical, plumbing, and gas systems, or other requirements identified by the rule of the Florida Building Commission, state statutes or the city's land development regulations, a fee of four (4) times the cost of initial inspection or first reinspection, whichever is greater, for each subsequent reinspection shall be paid. The inspection cost is determined by multiplying the actual time spent by the inspector by the inspection fee hourly rate, as defined in subsection 15-31(g) and as specified in appendix A.

(2) Payment of the reinspection fee shall be required before any subsequent permits will be issued to the person or entity owing same. Further inspections SHALL be withheld until payment of reinspection fees has been made.

(d) Lost plans fee. When permitted set of plans are lost by the applicants, owners, contractors, or any of their representatives, a recertification fee will be required to reproduce, stamp and approve a new set of plans as a field copy. Such fee shall be based on a cost per page as specified in appendix A.

(e) Revised plans review fee. The charge for plans review of revisions to a permitted set of plans shall be as specified in appendix A.

(f) Lost permit card fee. After a permit has been issued, if the permit inspection card has been lost, a fee as specified in appendix A shall be charged to resign or recertify the replacement.

(g) Inspection fee hourly rate. The inspection fee hourly rate, as specified in appendix A, is determined at the beginning of each fiscal year based on the department's approved overhead and indirect costs and the resources assigned to inspection program.

(h) Plans re-review fee. When extra plans reviews are due to the failure to correct code violations specifically and continuously noted in each rejection, including, but not limited to, egress, fire protection, structural stability, energy, accessibility, lighting ventilation, electrical, mechanical, plumbing, and gas systems, or other requirements identified by the rule of the Florida Building Commission, in compliance with F.S. § 553.80(2)(b), each time after the third such review that plans are rejected for the same code violation, a fee of four times the amount of the proportion of the permit fee shall be attributed to plans review.

(i) Expedited plans review and inspection fee. Upon request from the applicant, the department may schedule an expedited plans review or inspection, on an overtime basis by city staff. When such service is provided, a fee as specified in appendix A shall be charged, in addition to the regular permit fee and other applicable fees. Expedited plan review service may be requested by the applicant with a cost plus fee incurred in addition to the regular permit fee and other applicable fees.

(j) Permits for work not identified in appendix A. If it is determined that no specific fee category directly matches a permit application request, the department director may identify a category that closely matches the level of effort or determine what the work will be charged based on the time dedicated for plans review and inspection. The department director may require an upfront fee and a deposit to cover the estimated cost of the services to be provided.

(k) City projects. The cost of enforcing state statutes, building code or the city's land development regulations on city related projects will be reimbursed based on the actual time spent in the processing, review and inspection of such projects. The payment will be due prior to issuance of the certificate of occupancy or completion for the project. Effective October 1, 2011, for any active permit applied for on or after February 1, 2010, fees shall be based on the permit fee schedule in place at the time of the permit application submittal, and should be paid accordingly.

(l) Annual adjustment of rates. The rates in appendix A pertaining to this division will be administratively adjusted annually to reflect increase(s) or decrease(s) in the Consumer Price Index for all urban consumers, CPI-U.

(m) Electronic concurrent plan processing. In order to create a more efficient permitting process, the building department will be implementing procedures to process plans

electronically via an automated workflow. Once implemented, the department will request that applicants submit plans in an electronic format. If the applicant chooses to submit paper plans, the director, or his designee has the authority to invoice for reimbursement of the conversion of documents submitted to an electronic format.

(n) Phase permits. The Building Official is authorized by the Florida Building Code to provide early start approval. The holder of such permit shall proceed at the holder's own risk with the building construction and without assurance that a permit for the entire structure will be granted. A fee as specified in appendix A shall be paid for the planning department's review if necessary.

~~A separate zoning review fee associated with the building permit plans review process is hereby levied and imposed, and shall apply to the city's planning department zoning reviews of building, plumbing, electrical and mechanical permits and other plans review activities associated with the permit plans review process undertaken by that department. Said fee shall be collected by the building department on behalf of the planning department (see also subsection 14-70(6)).~~

Sec. 15-32. - ~~Fees~~ Building permits.

(a) Up-front processing fee.

(1) When the building permit application is received, the applicant shall pay an "up front" processing fee as specified in appendix A.

(2) This processing fee is not refundable, but shall be credited toward the final building permit fee. The "up front" processing fee, after it is calculated, shall be rounded up to the nearest $5.00, with a minimum fee as specified in appendix A.

(b) Refunds, time limitations, cancellations, change of contractor. The fees charged pursuant to the schedule in appendix A, provided the same are for a permit required by Section 105.1 of the Florida Building Code, may be refunded by the building official subject to the following:

(1) No refunds shall be made on requests involving:

a. Permit fees of the minimum permit fee as specified in appendix A or less; or

b. Permits for which plans review has commenced; or

c. Permits revoked by the building official under authority granted by the Florida Building Code; or

d. Permits cancelled by court order; or d. Permits which have expired; or

e. Permits under which work has commenced as evidenced by any recorded inspection having been made by the department, unless the refund is due to an overcharge by the city.

(2) A full refund shall be granted to a permit holder who takes out a permit covering work outside the jurisdictional inspection area.

(3) A full refund less the minimum up-front permit fee and any outside agency fees shall be granted to a permit applicant who requests a refund in writing within one year of payment, provided that no plan review has commenced.

A full refund less the minimum permit fee as specified in appendix A or the up-front permit fee, whichever amount is greater, rounded down to the nearest dollar, and any outside agency fees shall be granted to a permit applicant who requests a refund in writing within one year of payment, provided that a permit has not been issued.

A full refund less the minimum permit fee as specified in appendix A or the up-front permit fee, whichever amount is greater, rounded down to the nearest dollar, and any outside agency fees shall be granted to a permit holder (to whom a permit has been issued) who requests a refund in writing within one year of payment, provided:

a. That the permit holder makes a written request prior to the permit expiration date; and

b. That no work as evidenced by any recorded inspection has commenced under such permit.

(4) Where the permit is revoked, or becomes null and void, or expires because of lack of work or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work, pursuant to Section 105.4.1.1 of the Florida Building Code. If no more than 180 days of the expiration date of the original permit has passed, and no refund has been made according to this section, the applicant may apply to renew the permit. The reapplication must be covering the same project and involving the same plans, and must be submitted with the plans and the applicant's validated copy of the original permit. A fee of 25 percent of the original permit fee, plus an additional processing fee equivalent to the minimum permit fee as specified in appendix A, shall be charged for a renewal under these circumstances.

For permits that have expired where the only missing component is one or more final inspections, the fee for reopening the permit, performing the final inspection(s), and providing a final approval on the permit shall be charged based on the minimum building permit fee.

(5) Every application submitted for permit will be evaluated and fees assessed accordingly whether it is for a master permit a standalone permit or a subcontract/trade subsidiary permit. All submittals will be assessed the fees as prescribed in appendix A, or the minimum permit fee, whichever is greater.

(c) Planning Fees associated with a building permit are as specified in appendix A.

~~Fees are as prescribed in appendix A.~~

Sec. 15-33. – ~~Up-front processing fee~~ Certificates of occupancy or completion.

Certificate of occupancy or completion. In order to obtain temporary, or final occupancy or completion as required by the Florida Building Code, the following original fees shall be paid for the purpose of defraying the costs of processing the certificate, including any necessary inspections.

a. Final certificate of occupancy or completion. Certificate of occupancy or completion fees shall be as specified in appendix A.

b. Temporary certificate of occupancy or completion. Temporary certificate of occupancy or completion fees shall be as specified in appendix A. The certificate of occupancy or

completion is the certificate of use for that facility for the first year of operation or part thereof.

~~When the permit application is received, the applicant shall pay an "up front" processing fee as specified in appendix A. This processing fee is not refundable, but shall be credited toward the final zoning review fee. The "up front" processing fee, after it is calculated, shall be rounded up to the nearest $5.00, with a minimum fee as specified in appendix A. When the up-front processing fee is larger than the final permit fee, not including surcharges, that up-front processing fee amount shall become the permit fee for that application.~~

Sec. 15-34. – ~~Double fees~~ Forty-year building recertification program.

There shall be a plan review and inspection fee for repairs or modifications to buildings as required by the 40-year building recertification program, pursuant to Miami-Dade County Code Chapter 8, Section 8-11(f).

~~Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing systems before obtaining the city's approval of plans or the necessary permits shall be subject to a penalty of 100 percent of the usual permit fee, in addition to the permit fee.~~

Sec. 15-35. - ~~Revised plans processing fee~~ Employee training, education, safety and technology enhancements.

A surcharge to building, electrical, mechanical, plumbing and demolition permits will be added for training, education and safety of the planning department employees, and to procure and implement the latest technologies available for enhancement of services provided by the department, according to the schedule specified in appendix A.

~~The charge for processing of revisions to a permitted set of plans shall be as specified in appendix A.~~

Sec. 15-36. – ~~Plan review and inspection fee hourly rate~~ General information.

a. A separate fire safety, public works and/or zoning review fee associated with the building permit process shall be charged as outlined in appendix A.

b. Documents. Requests for copies of planning department records, inspection reports, logs, or similar documents maintained by the planning department will be charged a fee as specified in appendix A.

~~The plan review and inspection fee hourly rate for miscellaneous plan review, expedited plans review and/or overtime plan review, if made available at the discretion of the planning department, is determined at the beginning of each fiscal year based on the department's~~

~~approved budget, overhead and indirect costs and the resources assigned to the plans review and inspection program.~~

* * *

SECTION 3. That Chapter 50, "Fire Prevention and Protection," is hereby amended as follows:

Sec. 50-3. - Plans examination, inspections, permits.

(a) Levied Permits. A separate fire department review fee associated with the building permit plans review process is hereby levied and imposed, and shall apply to the city's fire department reviews of building, plumbing, electrical and mechanical permits and other plans review activities associated with the permit plans review process undertaken by that department. Said fee shall be collected by the building department on behalf of the fire department. Inspections and other fees of the fire department of the city are hereby levied and imposed and shall apply to building, plumbing, electrical and mechanical permits and other activities undertaken by that department as outlined in appendix A.

(b) Double fees. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing systems before obtaining the building official's approval or the necessary permits shall be subject to a penalty of 100 percent of the required permit fee, in addition to the required permit fees, plus a penalty for the first, second and subsequent offenses as outlined in appendix A.

(c) Reinspection fees.

(1) With respect to inspections, if the city finds it necessary, in order to enforce compliance with state statutes, the National Fire Protection Association (NFPA) 101 Life Safety Code, the Florida Building Code, and the city's land development regulations to conduct an inspection, after an initial inspection and one subsequent reinspection, of any project or activity for the same code violation specifically and continuously noted in each rejection, including but not limited to, egress, fire protection, structural stability, energy, accessibility, lighting, ventilation, electrical, mechanical, plumbing, and gas systems, or other requirements identified by the rule of the Florida Building Commission, state statutes or the city's land development regulations, a fee of four times the cost of initial inspection or first reinspection, whichever is greater, for each subsequent reinspection shall be paid. The inspection cost is determined by multiplying the actual time spent by the inspector by the inspection fee hourly rate, as defined in subsection 15-31(g) and as specified in appendix A.

(2) Payment of the reinspection fee shall be required before any subsequent permits will be issued to the person or entity owing same. Further inspections **shall** be withheld until payment of reinspection fees has been made.

(d) Lost plans fee. When permitted set of plans are lost by the applicants, owners, contractors, or any of their representatives, a recertification fee will be required to reproduce, stamp and approve a new set of plans as a field copy. Such fee shall be based on a cost per page as specified in appendix A.

(e) Revised plans review fee. The charge for plans review of revisions to a permitted set of plans shall be as specified in appendix A.

(f) Lost permit card fee. After a permit has been issued, if the permit inspection card has been lost, a fee as specified in appendix A shall be charged to resign or recertify the replacement.

(g) Inspection fee hourly rate. The inspection fee hourly rate, as specified in appendix A, is determined at the beginning of each fiscal year based on the department's approved overhead and indirect costs and the resources assigned to inspection program.

(h) Plans re-review fee. When extra plans reviews are due to the failure to correct code violations specifically and continuously noted in each rejection, including, but not limited to, egress, fire protection, structural stability, energy, accessibility, lighting ventilation, electrical, mechanical, plumbing, and gas systems, or other requirements identified by the rule of the Florida Building Commission, in compliance with F.S. § 553.80(2)(b), each time after the third such review that plans are rejected for the same code violation, a fee of four times the amount of the proportion of the permit fee shall be attributed to plans review.

(i) Expedited plans review and inspection fee. Upon request from the applicant, the department may schedule an expedited plans review or inspection, on an overtime basis by city staff. When such service is provided, a fee as specified in appendix A shall be charged, in addition to the regular permit fee and other applicable fees. Expedited plan review service may be requested by the applicant with a cost plus fee incurred in addition to the regular permit fee and other applicable fees.

(j) Permits for work not identified in appendix A. If it is determined that no specific fee category directly matches a permit application request, the fire marshal may identify a category that closely matches the level of effort or determine what the work will be charged at based on the time dedicated for plans review and inspection. The fire marshal may require an upfront fee and a deposit to cover the estimated cost of the services to be provided.

(k) City projects. The cost of enforcing state statutes, building code or the city's land development regulations on city related projects will be reimbursed based on the actual time spent in the processing, review and inspection of such projects. The payment will be due prior to issuance of the certificate of occupancy or completion for the project. Effective October 1, 2011, for any active permit applied for on or after February 1, 2010, fees shall be based on the permit fee schedule in place at the time of the permit application submittal, and should be paid accordingly.

(l) [Annual adjustment of rates.] The rates in appendix A pertaining to this division will be administratively adjusted annually to reflect increase(s) or decrease(s) in the Consumer Price Index for all urban consumers, CPI-U.

(m) Electronic concurrent plan processing. In order to create a more efficient permitting process, the building department will be implementing procedures to process plans electronically via an automated workflow. Once implemented, the department will request that applicants submit plans in an electronic format. If the applicant chooses to submit paper plans, the director, or his designee has the authority to invoice for reimbursement of the conversion of documents submitted to an electronic format.

(n) Phase permits. The Building Official is authorized by the Florida Building Code to provide early start approval. The holder of such permit shall proceed at the holder's own risk with the building construction and without assurance that a permit for the entire structure will be granted. A fee as specified in appendix A shall be paid for the fire department's review if necessary.

(o) Reserved.

(p) Specialty permit. Such permits will include temporary and special event permits. A fee for plan review and inspections of these permits will be charged as specified in appendix A.

~~(a) Levied. Permits, inspections and other fees of the City of Miami Beach Fire Department are hereby levied and imposed and shall apply to building and fire permits and other activities undertaken by that department.~~

~~(b) Double fees. When work for which a building or fire permit is required is commenced prior to the obtaining of a permit, the permit applicant shall be required to pay a double permit fee plus a penalty as specified in this article. The payment of the required fee shall not relieve any person, firm or corporation from fully complying with all of the applicable regulations and codes, nor shall it relieve them from being subject to any of the penalties therein. The double fee requirement shall be applicable as noted herein. For a second offense of doing work without a permit, the permit applicant shall be required to pay the double permit fee plus a penalty. For each subsequent offense, the permit applicant shall be required to pay the double permit fee plus a penalty.~~

~~(c) Reinspection fee. When extra inspection trips are necessary due to an incorrect address given on a call for inspection, prior rejection of work due to faulty construction, work not being ready for inspection at the time specified, failure to call for final or other inspections, or required corrections not being made or completed at the time specified by the contractor, a fee as specified in appendix A for the second reinspection may be charged to the permit holder in the trade concerned. Payment of the reinspection fee shall be required before any permits will be issued to the person owing the fee. Further inspection may be refused until payment of reinspection fees has been made.~~

~~(d) Lost plans fee. When permitted set of plans for fire protection systems are lost by the applicant(s), owner(s), contractor(s), or any other representative of the project, a recertification fee will be required to reproduce, review, stamp and approve a new set of plans as a field copy. Such fee shall be based on the cost designated by the building department.~~

~~(e) Revised plans processing fee. The charge for plans processing of revisions to plans reprocessed and permitted shall be based on total actual time spent on review by plans examiners multiplied by plans review fee hourly rate as specified in appendix A.~~

~~(f) Lost permit card fee. If the permit inspection card is lost after the permit has been issued, a replacement fee as specified in appendix A shall be charged. This fee is charged to cover the cost of researching inspection approvals and re-signing the card.~~

~~(g) Special inspection fee. Upon request of an interested party and availability of fire department staff, a fire inspection of a building or facility may be performed. A fee equal to actual staff time and related costs shall be assessed for special fire inspections with a minimum fee as specified in appendix A shall be charged. Requests submitted by developers, attorneys, realtors or contractors to inspect a building to determine existing violations shall be considered special inspections.~~

~~(h) Inspection fee hourly rate. The inspection fee hourly rate is calculated at the beginning of each fiscal year based on the department's approved budget, overhead and indirect costs and the resources assigned to the inspection program.~~

~~(i) Plans review fee hourly rate. The plan review fee hourly rate is calculated at the beginning of each fiscal year based on the department's approved budget, overhead and indirect costs and the resources assigned to the plans review program.~~

~~(j) Plans re-review fee. When extra plans reviews are due to the failure to correct a code violation specifically and continuously noted in each rejection, a fee shall be charged as specified in appendix A. Each time after the third such review that plans are rejected for the same code violation, a fee of four times the cost associated with the specific plans review shall be charged. The cost is calculated based on the actual time spent by plans examiners multiplied by the plans review fee hourly rate, as specified in appendix A.~~

~~(k) Expedited plan review and inspection services. Upon a request from the applicant, the department may provide a plans review or inspection on an overtime basis by department staff. When such service is provided, the applicant will reimburse the department for the cost of this service.~~

~~(l) Certificate of occupancy or certificate of completion. A fire department inspection approval is required before a certificate of occupancy or certificate of completion is issued for applicable building permits. A fee for this inspection is included in the applicable building permit fee.~~

~~(1) Whenever there is a request for a certificate of occupancy, where there is a change of occupancy/use and no building permit involved, the applicant will be charged a fee for inspection cost at an hourly rate.~~

~~(2) Whenever the applicant requests a temporary certificate of occupancy or completion, the applicant will be charged an hourly rate for the fire inspections and/or any plans review required to approve the final certificate of occupancy or completion. The fee shall be charged as specified in appendix A.~~

~~(3) Whenever the applicant requests a partial certificate of occupancy or completion, a fee will be charged as specified in appendix A for the subsequent partial certificate of occupancy or completion and final certificate of occupancy/completion based on the hourly rate for inspections and plans review required to approve such certificate(s).~~

~~(m) Refunds, time limitations, cancellation, change of contractor. The fees charged pursuant to this Code, may be refunded by the fire marshal subject to the following:~~

~~(1) No refunds shall be made on requests involving:~~

~~a. Permit fees of $100.00 or less; or~~

~~b. Permits revoked by the fire marshal or building official; or~~

~~c. Permits cancelled by court order; or~~

~~d. Permits which have expired; or~~

~~e. Permits under which work has commenced as evidenced by any recorded inspection having been made by the fire department.~~

~~(2) A full refund shall be granted to a permit holder who takes out a permit covering work outside the jurisdictional inspection area.~~

~~(3) A full refund less the minimum up-front permit fee and any outside agency fees shall be granted to a permit applicant who requests a refund in writing, provided that no plan review has commenced.~~

~~A full refund less $100.00 or the up-front permit fee, whichever amount is greater, rounded down to the nearest dollar, and any outside agency fees shall be granted to a permit applicant who requests a refund in writing, provided that a permit has not been issued.~~

~~A full refund less $100.00 or the up-front fee, whichever amount is greater, rounded down to the nearest dollar, and any outside agency fees shall be granted to a permit holder (to whom a permit has been issued) who requests a refund in writing, provided:~~

~~a. That the permit holder makes a written request prior to the permit expiration date; and~~

~~b. That a validated copy of the permit be submitted with such request; and~~

~~c. That no work, as evidenced by any recorded inspection, has commenced under such permit.~~

~~(4) Where there is a change of contractor involving a permit for which a fee of more than $100.00 was paid:~~

~~a. The original permit holder:~~

~~1. Is not entitled to any refund if the permit has expired or if work, as evidenced by any recorded inspection, has commenced under such permit;~~

~~2. Is entitled to a full refund less $100.00 or the upfront fee, whichever is greater, where the permit has not expired and no work, as evidenced by any recorded inspection, has commenced.~~

~~b. The second permit holder shall pay:~~

~~1. A full fee as specified in appendix A for the type of work, if the original permit has expired; or~~

~~2. A fee of $100.00 to cover the cost of transferring the data from the original to the second permit and processing the second permit in instances where work, as evidenced by any recorded inspection, has commenced under the original unexpired permit;~~

~~3. A full fee as specified in appendix A for the type of work plus a fee of $100.00 to cover the transferring and reprocessing costs where no work, as evidenced by any recorded inspection, has commenced under the original unexpired permit.~~

~~(5) A fee as specified in appendix A shall be paid by the permit holder who submits a written request for a permit extension.~~

~~(6) Where the permit is revoked, or becomes null and void, or expires because of lack of work or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work pursuant to Section 105.4.1.1 of the Florida Building Code. If no more than 180 days of the expiration date of the original permit has passed, and no refund has been made according to this section, the applicant may apply to renew the permit. The reapplication must be covering the same project and involving the same plans, and must be submitted with the plans and the applicant's validated copy of the original permit. A fee of 25 percent of the original permit fee, plus an additional $57.00 processing fee, shall be charged for a renewal under these circumstances.~~

~~Where the permit is revoked or becomes null and void or expires because of lack of work or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work, pursuant to Section 105.4.1.1 of the Florida Building Code. If more than 180 days but no more than 365 days since the expiration date of the original permit has passed, and no refund has been made according to this~~

~~section, the applicant may apply to renew the permit. The reapplication must be covering the same project and involving the same plans, and must be submitted with the plans and the applicant's validated copy of the original permit. A fee of 25 percent of the original permit fee, plus a fee of 20 percent of the new permit fee, shall be charged for a renewal under these circumstances.~~

~~For permits that have expired where the only missing component is one or more final inspections, the fee for reopening the permit, performing the final inspection(s), and providing a final approval on the permit shall be charged at based on the time dedicated for inspection(s).~~

~~(n) Employee training, education, safety and technology enhancements. A surcharge to fire permits will be added for training, education, safety of the fire prevention employees, and to procure and implement the latest technologies available for enhancement of services provided by the building department or fire department.~~

~~(o) Upfront fee. When a building permit or fire permit application is received, the applicant shall pay an "up front" processing fee as specified in appendix A. This up front fee will cover the cost of processing and reviewing such permit application. This fee is not refundable, but shall be credited toward the final permit fee.~~

~~(p) Building permits. Plans submitted for applicable building permits issued by the building department must be reviewed and approved by the fire department before a permit can be issued. Such building permits will include new construction, additions, renovations, specialty permits, stand-alone permits for residential and commercial buildings, other than single-family and two-family dwellings, within the City of Miami Beach. A fee for plan review and inspections of these permits will be charged as specified in appendix A.~~

~~(q) Fire permits. A fire permit is required for installation, modification, or deletion of any component of a fire detection or protection system. A fire permit is issued by the fire marshal and processed by the building department for components or systems designed for smoke detection, fire alarm, fire protection or fire suppression or similar systems. A fee for the plan review, acceptance test, and inspection of work under a fire permit will be charged as specified in appendix A to include services provided by fire department staff.~~

~~(r) Hydrant flow test. Upon a request from an applicant, a hydrant flow test will be performed by fire department personnel and results provided to the applicant within a reasonable time after receipt of request. A flow test may not be performed whenever the city, county, or state has any water flowing restrictions imposed on the water supply of the City of Miami Beach. A fee will be charged for each flow test as specified in appendix A.~~

~~(s) Occupant content sign. Owners, managers, or operators of any assembly occupancy in the City of Miami Beach must obtain an occupant content sign issued by the fire marshal and processed by the building department. A fee for plan review and inspection related to the occupant content sign will be charged as specified in appendix A.~~

~~(t) Pyrotechnic displays permit. Any person or entity using, storing, or displaying pyrotechnic devices indoor or outdoor of any facility within the City of Miami Beach must first obtain a permit issued by the fire department. A fee for plan review and inspection will be charged as specified in appendix A. Additional fee will be charged for staffing of fire department personnel as determined by the fire chief. Any person or entity who does not obtain a permit, provides false information in order to obtain the permit, or who violates any provision in said permit will be charged a fine equal to the double fee as specified in subsection 50-3(d).~~

~~(u) Fireworks permit. Any person or entity using, storing, or displaying fireworks for private or public display within the City of Miami Beach must first obtain a permit issued by the fire department. A fee for plan review and inspection will be charged as specified in appendix A. Additional fee will be charged for staffing of fire department personnel as determined by the fire chief. Any person or entity who does not obtain a permit, provides false information in order to obtain the permit, or who violates any provision in said permit will be charged a fine equal to the double fee as specified in subsection 50-3(d).~~

~~(v) Open burning permit. Any person or entity engaged in open burning activity must first obtain a permit issued by the fire department. A fee for plan review and inspection will be charged as specified in appendix A. Additional fee will be charged for staffing of fire department personnel as determined by the fire chief. Any person or entity who does not obtain a permit, provides false information in order to obtain the permit, or who violates any provision in said permit will be charged a fine equal to the double fee as specified in subsection 50-3(d).~~

~~(w) Bonfire permit. Any person or entity engaged in a bonfire activity must first obtain a permit issued by the fire department. A fee for plan review and inspection will be charged as specified in appendix A. Additional fee will be charged for staffing of fire department personnel as determined by the fire chief. Any person or entity who does not obtain a permit, provides false information in order to obtain the permit, or who violates any provision in said permit will be charged a fine equal to the double fee as specified in subsection 50-3(d).~~

~~(x) Special events. All special events permits issued by the City of Miami Beach must be reviewed and approved by the fire department. A fee for the plan review and inspection of each special event will be charged to the applicant as specified in appendix A.~~

~~(y) Trade shows. All trade shows or public events taking place at the Miami Beach Convention Center or other public facility must be reviewed and approved by the fire department. A fee for plan review and inspection will be charged to the applicant as specified in appendix A.~~

~~(z) Sidewalk cafe permits. All sidewalk cafes must be approved by the fire department before a permit is issued by the city. A fee for plan review and inspection will be charged as specified in appendix A.~~

~~(aa) Special master. Special master cases such as mitigation of fines requiring research and testimony of fire department personnel will be charged a fee to the applicant as specified in appendix A.~~

~~(bb) Documents. Requests for copies of fire department records, inspection reports, logs, or similar documents maintained by the fire marshal's office will be charged a fee as specified in appendix A.~~

~~(cc) [Adjusted rates.] The rates in appendix A pertaining to this section will be administratively adjusted annually to reflect increase(s) or decrease(s) in Consumer Price Index for Consumers in the Southeast United States for all items, unless otherwise directed by the city commission. Notwithstanding the preceding sentence, the rate adjustments set to take place in February 2011 and February 2012 shall be waived, finding such waiver to be in the best interest of the city and the public.~~

~~(dd) [Reevaluation schedule of rates.] The rates in appendix A for permit fees pertaining to this chapter shall be reevaluated administratively no less than every three years from the last adopted changes. Any recommended changes shall be brought to the city commission for consideration and final approval.~~

~~(ee) Permits for work not identified in appendix A. If it is determined that no specific fee category directly matches a permit application request, the fire marshal may identify a category that closely matches the level of effort or determine what the work will be charged at based on the time dedicated for plans review and inspection. The fire marshal may require an up-front fee and a deposit to cover the estimated cost of the services to be provided.~~

Sec. 50-4. - ~~Enforcement by fire inspectors~~ Building permits.

(a) Up-front processing fee.

(1) When the building permit application is received, the applicant shall pay an "up front" processing fee as specified in appendix A.

(2) This processing fee is not refundable, but shall be credited toward the final building permit fee. The "up front" processing fee, after it is calculated, shall be rounded up to the nearest $5.00, with a minimum fee as specified in appendix A.

(b) Refunds, time limitations, cancellations, change of contractor. The fees charged pursuant to the schedule in appendix A, provided the same are for a permit required by Section 105.1 of the Florida Building Code, may be refunded by the building official subject to the following:

(1) No refunds shall be made on requests involving:

a. Permit fees of the minimum permit fee as specified in appendix A or less; or

b. Permits for which plans review has commenced; or

c. Permits revoked by the building official under authority granted by the Florida Building Code; or

d. Permits cancelled by court order; or d. Permits which have expired; or

e. Permits under which work has commenced as evidenced by any recorded inspection having been made by the department, unless the refund is due to an overcharge by the city.

(2) A full refund shall be granted to a permit holder who takes out a permit covering work outside the jurisdictional inspection area.

(3) A full refund less the minimum up-front permit fee and any outside agency fees shall be granted to a permit applicant who requests a refund in writing within one year of payment, provided that no plan review has commenced.

A full refund less the minimum permit fee as specified in appendix A or the up-front permit fee, whichever amount is greater, rounded down to the nearest dollar, and any outside agency fees shall be granted to a permit applicant who requests a refund in writing within one year of payment, provided that a permit has not been issued.
A full refund less the minimum permit fee as specified in appendix A or the up-front permit fee, whichever amount is greater, rounded down to the nearest dollar, and any outside agency fees shall be granted to a permit holder (to whom a permit has been issued) who requests a refund in writing within one year of payment, provided:

a. That the permit holder makes a written request prior to the permit expiration date; and

b. That no work as evidenced by any recorded inspection has commenced under such permit.

(4) Where the permit is revoked, or becomes null and void, or expires because of lack of work or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work, pursuant to Section 105.4.1.1 of the Florida Building Code. If no more than 180 days of the expiration date of the original permit has passed, and no refund has been made according to this section, the applicant may apply to renew the permit. The reapplication must be covering the same project and involving the same plans, and must be submitted with the plans and the applicant's validated copy of the original permit. A fee of 25 percent of the original permit fee, plus an additional processing fee equivalent to the minimum permit fee as specified in appendix A, shall be charged for a renewal under these circumstances.

For permits that have expired where the only missing component is one or more final inspections, the fee for reopening the permit, performing the final inspection(s), and providing a final approval on the permit shall be charged based on the minimum building permit fee.

(5) Every application submitted for permit will be evaluated and fees assessed accordingly whether it is for a master permit a standalone permit or a subcontract/trade subsidiary permit. All submittals will be assessed the fees as prescribed in appendix A, or the minimum permit fee, whichever is greater.

(c) Fire Fees associated with a building permit are as specified in appendix A.

~~(a) Notice of violation. If, upon inspection, a fire inspector finds that a fire code violation exists based on the Florida Fire Prevention Code, Miami-Dade County Fire Code, or the City of Miami Beach Code, as may be amended from time to time, the fire inspector shall document the list of violations using a Fire Department form. The Notice of Violation shall indicate the name of violator, address of establishment inspected, the date of the inspection, and the name of the inspector. The Notice of Violation shall describe the code requirement, which is not in compliance, and indicate timeframe within which to correct said violation(s).~~

~~(1) The violator can appeal the interpretation of the code requirement to the inspector's supervisor and finally to the Fire Marshal of the City of Miami Beach after providing evidence that the condition present does not constitute a code violation. If the Fire Marshal affirms that the code violation does exist, then the violator can appeal a decision of the Fire Marshal to the Miami-Dade County Fire Safety and Prevention Board of Appeal as provided for in the Florida Fire Prevention Code, and as provided for in Chapter 14, Miami-Dade County Code.~~

~~(2) If the violator does not correct the violation within the indicated time frame, the fire inspector, or designee of the Fire Marshal, shall follow enforcement proceedings through the Special Master process as provided in Chapter 30 of the City of Miami Beach Code.~~

~~(b) Citation. In lieu of a Notice of Violation, or in addition to a Notice of Violation, the fire inspector can issue a citation for the following offenses listed below. The citation shall state the name of the violator, the date and time of the violation, address of the violation, amount of fine for which the violator is liable, instructions, due date for paying the fine, and the appeal process.~~

~~(1) Locked exits. If, upon inspection, a fire inspector finds a locked exit as defined in the Florida Fire Prevention Code as a door requiring a key or special knowledge to open, then the fire inspector shall issue a citation with the penalties stated in Section 50-4(k).~~

~~(2) Blocked or impeded exits. If, upon inspection, a fire inspector finds the means of egress blocked or impeded as defined in the Florida Fire Prevention Code, then the fire inspector shall issue a citation with the penalties stated in Section 50-4(k).~~

~~(3) Overcrowding. If, upon inspection, a fire inspector finds an overcrowding condition in excess of the maximum number of occupants as approved by the Fire Marshal, then the inspector shall issue a citation as follows: a minor overcrowding citation when the number of occupants exceed the approved limit by less than 30 percent; a severe overcrowding citation when the number of occupants exceed the approved limit by 30 percent or more. The citation issued will carry the penalties stated in Section 50-4(k).~~

~~(4) Fire watch. If, upon inspection, a fire inspector finds that the owner or management of a property in the City has not complied with the requirements of an established fire watch mandated by the Fire Marshal's Office. then the inspector shall issue a citation with the penalties stated in Section 50-4(k).~~

~~(5) Fire protection system(s). If, upon inspection, a fire inspector finds that the automatic or manual fire protection system(s), fire detection system(s), and/or fire alarm system(s) have not been certified by a licensed contractor as required by the Florida Fire Prevention Code, then the fire inspector shall issue a citation with the penalties stated in Section 50-4(k).~~

~~(6) Life safety building maintenance. If, upon inspection, a fire inspector finds that maintenance of life safety building features have not been properly performed, then the fire inspector shall issue a citation with the penalties stated in Section 50-4(k).~~

~~(7) Flammable liquids/gas. If, upon inspection, a fire inspector finds improper use and storage of flammable liquids and/or flammable gases, then the fire inspector shall issue a citation with the penalties stated in Section 50-4(k).~~

~~(8) Fire extinguishers. If, upon inspection, a fire inspector finds that the fire extinguishers are not properly certified, or fire extinguishers are not provided, then the fire inspector shall issue a citation with the penalties stated in Section 50-4(k).~~

~~(9) Work without a permit. If, upon inspection, a fire inspector finds that construction work is being performed or work has been performed on a fire protection/life safety system without the proper permits, then the fire inspector shall issue a citation with the penalties stated in Section 50-4(k).~~

~~(10) Fire alarm runner service agreement. If, upon inspection, a fire inspector finds that the owner or management fails to obtain and maintain the required fire alarm runner service agreement, then the fire inspector shall issue a citation with the penalties stated in Section 50-4(k).~~

~~(11) Other violations. Any other violation of the Florida Fire Prevention Code may result in a citation with the penalties stated in Section 50-4(k).~~

~~(c) "Offense" defined. For purposes of this section, "offense" shall mean a notice of violation, or citation. A person may receive a separate notice of violation, or citation, once every hour if a violation has occurred any time within that period. Each notice of violation, or citation, shall constitute a separate offense for which a separate fine may be imposed.~~

~~(d) Options upon issuance of a citation. A violator who has been issued a citation shall elect either to:~~

~~(1) Pay the civil fine in the manner indicated on the citation; or~~

~~(2) Request an administrative hearing before a special master to appeal the decision of the fire inspector which resulted in the issuance of the citation.~~

~~(e) Appeal of a citation. The violator may appeal the citation by requesting an administrative hearing within ten days from the date of issuance. The procedures for appeal of the citation shall be as set forth in Chapter 30, as may be amended from time to time. The appeal hearing must be heard no later than 120 days from the date the appeal was filed. The Special Master shall not have discretion to alter the prescribed penalties under Section 50-4(k)(1)—(3). Appeal of the Fire Marshal's code interpretation shall be filed with the Miami-Dade County Fire Safety and Prevention Board of Appeals.~~

~~(f) Failure to appeal. Failure of the named violator to appeal the citation within the prescribed time period shall constitute a waiver of the violator's right to an administrative hearing before the special master. A waiver of the right to an administrative hearing shall be treated as an admission of the citation, and fines are owed to the City. Unpaid fines may result in the imposition of larger fines and/or further enforcement as set forth in this section.~~

~~(g) Appeal of special master's decision. Any party aggrieved by the decision of a special master may appeal that decision as provided by applicable Florida Statutes and Florida Rules of Appellate Procedure.~~

~~(h) Imposition of civil fines. The City may institute proceedings in a court of competent jurisdiction to compel payment of civil fines. A certified copy of an order imposing a civil fine may be recorded in the public records and thereafter shall constitute a lien upon any other 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 personal property, but shall not be deemed to be a court judgment except for enforcement purposes. After two months from the filing of any such lien which remains unpaid, the City may institute proceedings to foreclose or otherwise execute on the lien.~~

~~(i) Cease and desist orders. The Fire Marshal of the City of Miami Beach has the authority to issue cease and desist orders as provided by Florida Statute 633.161 and the Florida Fire Prevention Code to mitigate any fire hazard or any violation posing an imminent danger to occupants. If the violator fails to comply with the Cease and Desist Order, then the violator shall receive a citation of $5,000.00 for each offense. Any person who fails to comply with the Cease and Desist Order is guilty of a misdemeanor punishable as provided in Florida Statute 633.171.~~

~~(j) Suspension or revocation of certificate of use and annual fire safety permit. As an alternative or additional means of enforcement, the City may institute proceedings to suspend or revoke the Certificate of Use and Annual Fire Safety Permit pursuant to Chapter 102, Article V. The suspension of the Certificate of Use and Annual Fire Safety Permit constitutes the closure of the establishment and no occupancy for the period determined. Additionally, the City may seek injunctive relief as set forth in Section 46-158. Furthermore, in cases of recurring violations, the fire inspector may issue a notice of violation for prosecution before the Special Master as provided in Chapter 30. For citations involving serious danger to the public health, safety or welfare as stated in this section, the suspension of the Certificate of Use and Annual Fire Safety Permit shall be as stated in Section 50-4(k)(3)~~

~~(k) Penalties and fines. The following civil fines and penalties shall be imposed for citations issued under this section.~~

~~(1) Locked exits.~~

~~a. Assembly occupancies: first offense within a 12-month period, fine shall be $1,000.00; second offense within a 12-month period, fine shall be $2,500.00; third and subsequent offenses within a 12-month period, fine shall be $5,000.00.~~

~~b. For other occupancies, the fines shall be as follows: first offense within a 12-month period, fine shall be $750.00; second offense within a 12-month period, fine shall be $1,000.00; third and subsequent offenses within a 12-month period, fine shall be $1,250.00.~~

~~(2) Blocked, or impeded exits. First offense within a 12-month period, fine shall be $500.00; second offense within a 12-month period, fine shall be $750.00; third offense and subsequent offenses within a 12-month period, fine shall be $1,000.00.~~

~~(3) Overcrowding.~~

~~a. Minor overcrowding citation: first offense within a 12-month period, fine shall be $1,000.00; second offense within a 12-month period, fine shall be $2,000.00; third offense and subsequent offenses within a 12-month period, fine shall be $3,000.00;~~

~~b. Severe overcrowding citation: first offense within a 12-month period, fine shall be $2,500.00; second offense within a 12-month period, fine shall be $5,000.00; third and subsequent offenses within a 12-month period, fine shall be $7,500.00.~~

~~c. After two severe overcrowding citations within a 12-month period, the suspension of the Certificate of Use and Annual Fire Safety Permit shall be for 14 consecutive days. After three severe overcrowding citations within a 12-month period, the suspension of the Certificate of Use and Annual Fire Safety Permit shall be for 30 days;~~

~~d. After three minor overcrowding citations within a 12-month period, the suspension of the Certificate of Use and Annual Fire Safety Permit shall be for seven consecutive days. After four minor overcrowding citations or combination of minor and severe citations, the suspension of the Certificate of Use and Annual Fire Safety Permit shall be for 14 days. After five minor overcrowding citations, or combination of minor and severe citations, the suspension of the Certificate of Use and Annual Fire Safety Permit shall be for 30 days.~~

~~e. After four severe overcrowding citations, or after six minor overcrowding citations, or combination of minor and severe citations, within a 12-month period, the Certificate of Use and Annual Fire Safety Permit shall be revoked.~~

~~(4) Fire watch. Fine shall be $500.00 for each offense.~~

~~(5) Fire protection system(s). Fine shall be $250.00 for each system for each offense.~~

~~(6) Life safety building maintenance. Fine shall be $50.00 for each offense.~~

~~(7) Flammable liquids/gas. Fine shall be $100.00 for each offense.~~

~~(8) Fire extinguishers. Fine shall be $25.00 for each offense.~~

~~(9) Work without a permit. Fine shall be $200.00 for each offense.~~

~~(10) Fire alarm runner service agreement. Fine shall be $75.00 for each offense.~~

~~(11) Other violations. Fine shall be $100.00 for each offense.~~

Sec. 50-5. - ~~Annual fire prevention and fire safety inspection permit~~ Certificates of occupancy or completion.

Certificate of occupancy or completion. In order to obtain temporary, or final occupancy or completion as required by the Florida Building Code, the following original fees shall be paid for the purpose of defraying the costs of processing the certificate, including any necessary inspections.

a. Final certificate of occupancy or completion. Certificate of occupancy or completion fees shall be as specified in appendix A.

b. Temporary certificate of occupancy or completion. Temporary certificate of occupancy or completion fees shall be as specified in appendix A. The certificate of occupancy or completion is the certificate of use for that facility for the first year of operation or part thereof.

~~(a) Permit required; general provisions. No person shall operate, utilize or occupy any facility, instrumentality or real property, or any part thereof, or cause, allow, let or permit to be operated, utilized or occupied any facility, instrumentality or real property, or any part thereof, or undertake any activity or cause to be undertaken any activity for which a fire safety permit is required in accordance with the provisions of this section without first obtaining such a valid fire safety permit. Fire safety permits shall be kept on the premises and shall be subject to inspection by a representative of the fire department. All premises shall be inspected from time to time to determine whether they comply with the provisions of applicable ordinances and regulations. The owner shall be notified of any deficiencies noted, and appropriate reinspection may be made to determine whether or not the deficiencies have been corrected. Fire safety permits shall not be transferable and any change in use or occupancy of the premises shall require the issuance of a new fire safety permit. All applications for fire safety permits shall be reviewed by the fire marshal's office. If an application for a fire safety permit is rejected, the applicant shall be advised of the reasons for such rejection. Fire safety permits shall be issued by the fire marshal's office and shall bear the names and signature of the fire marshal or his designated representative.~~

~~(b) Contents. Fire safety permits shall contain the following information:~~

~~(1) Operation or activities for which the fire safety permit is issued.~~

~~(2) Address or location and telephone number where the operation or activity requiring the issuance of a fire safety permit is to be conducted.~~

~~(3) Name, address and telephone number of the permittee.~~

~~(4) Fire safety permit number and date of issuance.~~

~~(5) Period of validity of the fire safety permit.~~

~~(6) Inspection requirements.~~

~~(c) Application, issuance.~~

~~(1) Within 30 days of March 15, 1997, the city shall mail an invoice requiring the payment of the fire safety fee, in accordance with the fee schedule set forth in this section, to all~~

~~persons holding a certificate of use issued by the city. Upon payment of the required fee, the department shall issue the fire safety permit. Such permit shall be renewed annually upon payment of the required fee.~~

~~(2) Any person applying for a new certificate of use shall concurrently with such application make an application for a fire safety permit to the fire department. Such application for a fire safety permit shall be accompanied by such information as may be required by the fire department, and the required fee. Upon payment of the required fee and issuance of the certificate of use, the fire department shall issue the fire safety permit, which shall be renewed annually upon payment of the required fee.~~

~~(3) Application for a fire safety permit shall be made to the fire department by all persons who are not required to hold a certificate of use who are utilizing or occupying any facility, instrumentality or real property or any part thereof, or undertaking any activity or causing to be undertaken any activity for which is required a fire safety permit in accordance with the provisions of this section. Such application shall be accompanied by such information as shall be required by the fire department and the required fee.~~

~~(d) Fees. The fees for the issuance of the fire safety permit and the annual renewal thereof, as may be required, are herein fixed as follows. Occupancies are classified in accordance with the National Fire Protection Association (NFPA) 101 Life Safety Code, as may be amended and adopted by the City.~~

~~A review of the annual fee will be required whenever the change in the Consumer Price Index (CPI), between the latest CPI and the date of the CPI used for the last fee adjustment, is five percent or greater.~~

~~(1) Assembly occupancies. Those occupancies that include, but are not limited to, all buildings or portions of buildings used for gathering together 50 or more persons for such purposes as deliberation, worship, entertainment, eating, drinking, amusement or awaiting transportation. Assembly occupancies designated as dance hall/entertainment with or without alcohol and having an occupant load of 200 or more, a night inspection fee shall be charged of $4.00 per person based on the approved maximum number of occupants designated by the Fire Marshal.~~

~~a. Class A—occupant load greater than 1,000 persons: See appendix A.~~

~~b. Class B—occupant load greater than 300 but not greater than 1,000 persons: See appendix A.~~

~~c. Class C—occupant load of 50 or more but not greater than 300 persons: See appendix A.~~

~~(2) Educational occupancies. Those occupancies that include buildings or portions of buildings used for educational purposes through the 12th grade by six or more persons for four or more hours per day or more than 12 hours per week.~~

~~a. Schools, private, educational facilities inclusive of the first to the 12th grade:~~

~~Buildings up to 10,000 square feet: See appendix A.~~

~~Buildings greater than 10,000 square feet: See appendix A.~~

~~b. Nurseries, day care centers, kindergartens, educational facilities up to, but not including the first grade: See appendix A.~~

~~(3) Health care occupancies. Those occupancies used for purposes such as medical or other treatment or care of persons suffering from physical or mental illness, disease or infirmity; and for the care of infants, convalescents or infirm aged persons. Health care occupancies provide sleeping facilities for four or more occupants and are occupied by persons who are mostly incapable of self-preservation because of age, physical or mental disability, or because of security measures not under the occupants' control.~~

~~Private hospitals, nursing homes, limited care facilities:~~

~~Up to 100 beds: See appendix A.~~

~~Over 100 beds: See appendix A.~~

~~(4) Residential occupancies. Those occupancies in which sleeping accommodations are provided for normal residential purposes and include all buildings designed to provide sleeping accommodations.~~

~~a. Apartment buildings:~~

~~Three to 11 dwelling units: See appendix A.~~

~~Twelve to 50 dwelling units: See appendix A.~~

~~Over 50 dwelling units: See appendix A.~~

~~b. Hotel, motel, dormitories, lodginghouse or roominghouse:~~

~~Three to 50 rental sleeping units: See appendix A.~~

~~Over 50 sleeping units: See appendix A.~~

~~c. Board and care facilities:~~

~~Small facilities, not more than 16 residents: See appendix A.~~

~~Large facilities, more than 16 residents: See appendix A.~~

~~(5) Mercantile occupancies.~~

~~a. Class A—all stores having an aggregate gross area of more than 30,000 square feet or utilizing more than three levels, excluding mezzanines, for sales purposes: See appendix A.~~

~~b. Class B—all stores of more than 3,000 square feet but not more than 30,000 square feet aggregate gross area, or utilizing floors above or below the street floor level for sales purposes: See appendix A.~~

~~c. Class C—all stores of not more than 3,000 square feet gross area used for sales purposes on one story only, excluding mezzanines: See appendix A.~~

~~(6) Business occupancies. Those occupancies used for the transaction of business, other than those covered under subsection (d)(5) of this section, for the keeping of accounts and record, and for similar purposes.~~

~~a. General offices, including doctors', dentists', and outpatient clinics (ambulatory):~~

~~Up to 5,000 square feet: See appendix A.~~

~~Over 5,000 square feet: See appendix A.~~

~~b. Colleges and university instructional buildings, classrooms under 50 persons, and instructional laboratories: See appendix A.~~

~~(7) Industrial occupancies. Those occupancies such as factories making products of all kinds and properties devoted to operations such as processing, assembling, mixing, packaging, finishing or decorating and repairing.~~

~~a. General industrial occupancies—industrial operations conducted in buildings of conventional design suitable for various types of industrial processes, subject to possible use for types of industrial processes with high density of employee population:~~

~~Up to 5,000 square feet: See appendix A.~~

~~Over 5,000 square feet: See appendix A.~~

~~b. Special purpose industrial occupancies—industrial operations in buildings designed for and suitable only for particular types of operations, characterized by a relatively low density of employee population, with much of the area occupied by machinery or equipment:~~

~~Up to 5,000 square feet: See appendix A.~~

~~Over 5,000 square feet: See appendix A.~~

~~c. High hazard industrial occupancies—buildings having high hazard materials, processes, or contents:~~

~~Up to 5,000 square feet: See appendix A.~~

~~Over 5,000 square feet: See appendix A.~~

~~(8) Storage occupancies. Those occupancies which include all buildings or structures utilized primarily for the storage or sheltering of goods, merchandise, products, vehicles or animals.~~

~~a. Low hazard contents—classified as those of such low combustibility that no self-propagating fire therein can occur: See appendix A.~~

~~b. Ordinary hazard contents—classified as those that are likely to burn with moderate rapidly or to give off a considerable volume of smoke:~~

~~Up to 10,000 square feet: See appendix A.~~

~~Over 10,000 square feet: See appendix A.~~

~~c. High hazard contents—classified as those that are likely to burn with extreme rapidity or from which explosions are likely:~~

~~Up to 5,000 square feet: See appendix A.~~

~~Over 5,000 square feet: See appendix A.~~

~~(9) Marinas.~~

~~a. Three to 12 boat slips: See appendix A.~~

~~b. Thirteen to 50 boat slips: See appendix A.~~

~~c. Over 50 boat slips: See appendix A.~~

~~(10) Miscellaneous. All uses of buildings not previously covered by this section shall be classified by the fire marshal as the most similar use delineated above and assessed an inspection fee accordingly.~~

~~(e) Revocation, penalties. The fire marshal may revoke the fire safety permit if, upon inspection, any violation of this section, the South Florida Fire Prevention Code or chapter 14 of the Dade County Code, or any violation of any condition, limitation or restriction which is part of a fire safety permit issued is found and not corrected within a reasonable amount of time. Revocation shall be effective when the permit holder is duly notified by the fire marshal. In addition to the penalties prescribed under the code adopted in section 50-2, any person who uses any premises after the fire safety permit has been revoked shall be in violation of this section and shall be subject to proceedings to revoke or suspend an occupational license and/or certificate of use pursuant to chapter 102, article V, and/or other penalties under applicable law. For purposes of enforcement under chapter 102, article V, use of any premises without a valid fire safety permit shall be deemed an emergency condition involving serious danger to the public health, safety or welfare.~~

Sec. 50-6. ~~Hazardous material registration and permit~~ Forty-year building recertification program.

There shall be a plan review and inspection fee for repairs or modifications to buildings as required by the 40-year building recertification program, pursuant to Miami-Dade County Code Chapter 8, Section 8-11(f).

~~(a) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:~~

~~Hazardous material means that material, chemical or substance which is highly flammable, or which may self-react with other materials to cause fires or explosions, or which by its presence creates or augments a fire or explosion hazard, or which by its toxicity, radioactivity or any other physical, chemical or nuclear property, when contained or when involved in an unauthorized release, may cause danger to life or create serious health hazard. Hazardous materials shall include such materials as compressed gases, cryogenic fluid, flammable liquid, combustible liquid, flammable solid, corrosives, oxidizing material, reactive and unstable material, highly toxic, poisonous and radioactive material, whether the material is in usable or waste condition. Hazardous materials shall include material identified in the Florida Substance List compiled by the state department of labor and employment security pursuant to F.S. § 442.103.~~

~~Person means any natural person, firm, individual association, corporation, partnership, joint venture, municipality, governmental agency, political subdivision, public officer, partner, director, officer, public corporation or any other entity of any kind whatsoever, jointly and severally, singular or plural.~~

~~Placard means a visible hazard identification sign or plate indicating any and all of the hazardous materials presently stored, handled or used on the premises.~~

~~Premises means the building or structure or portion thereof upon which hazardous material is stored, handled or used.~~

~~(b) Hazardous material registration and permit. No person shall store, handle or use any hazardous materials unless and until a valid permit has been issued by the fire department, in accordance with South Florida Fire Prevention Code, article 31, section 31.103. Anyone obtaining a permit under this section shall pay a permit fee as set forth in appendix A during the month following the enactment of this legislation, but by no later than October 1. Permits shall be renewed on an annual basis. Failure to pay the fee within 30 days will result in a late permit fee as set forth in appendix A. Failure to pay the fee within 90 days will result in a late permit fee as set forth in appendix A. All applications for permits shall be on a form prescribed by the fire department and accompanied by a hazardous material inventory form providing the following information:~~

~~(1) The chemical or common name of the hazardous materials on the premises.~~

~~(2) An estimate of the maximum amount of hazardous material present on the premises.~~

~~(3) An estimate amount of the average daily hazardous material present on the premises.~~

~~(4) The specific location of the hazardous materials on the premises.~~

~~(5) A brief description of the manner of storage of the hazardous materials.~~

~~(c) Placard requirement. Every person who obtains a permit pursuant to this section shall affix a placard for each hazardous material on the premises. Such placard shall be in compliance with NFPA section 704 or as approved by the fire department. The placard must be affixed to a conspicuous location where each of the hazardous materials is stored, handled or used on the premises. The placard may be obtained by the person or purchased from the fire department at a cost as set forth in appendix A.~~

~~(d) Inspection. Every person shall allow the fire department to conduct an on-site inspection of the premises and shall provide to the fire department, upon request, information on the specific types, amounts and locations of any and all hazardous material on the premises.~~

~~(e) Enforcement. Any person who fails or refuses to comply with, or violates, any of the provisions of this section shall be subject to prosecution under the city's code enforcement system, in accordance with chapter 30, and shall be subject to immediate suspension of the person's business license until such time as the provisions have been complied with.~~

Sec. 50-7. - ~~Penalties for violation of fire codes and enforcement~~ Employee training, education, safety and technology enhancements.

A surcharge to building, electrical, mechanical, plumbing and demolition permits will be added for training, education and safety of the planning department employees, and to procure and implement the latest technologies available for enhancement of services provided by the department, according to the schedule specified in appendix A.

~~Any person, firm or corporation who violates or fails to comply with the minimum standards established and adopted by this chapter as may be amended, shall upon conviction, be fined not less than $100.00 for the first violation and not less than $1,000.00 for each subsequent violation. In addition, the county judge may, in his discretion, impose an additional penalty of imprisonment for a period of up to 90 days. Each day such violation shall be permitted to exist shall constitute a separate offense. As an alternative method of enforcement, any person, firm or corporation who violates or fails to comply with any of the minimum standards established and adopted by this chapter and who fails to comply with a final order issued in accordance with~~

~~the provisions of this chapter may be subject to enforcement procedures before a special master of the city and to penalties as set forth in Chapter 30 of this Code.~~

Sec. 50-8. - ~~Fire alarms, regulations, penalties, enforcement~~ General information.

a. A separate fire safety, public works and/or zoning review fee associated with the building permit process shall be charged as outlined in appendix A.

b. Documents. Requests for copies of fire department records, inspection reports, logs, or similar documents maintained by the fire marshal's office will be charged a fee as specified in appendix A.

~~(a) Purpose of regulation. The purpose of this section is to place responsibility on the alarm user to prevent, by use of appropriate mechanical, electrical, or other means, false fire alarms.~~

~~(b) Scope of regulations. The provisions of this section shall apply throughout the geographical area serviced [by] the Miami Beach Fire Department.~~

~~(c) Definitions.~~

~~(1) Alarm user means the person or other entity that owns, possesses, controls, occupies or manages any premises as defined below.~~

~~(2) False fire alarm means a signal from a fire alarm system that elicits a response by the Fire Department when no actual or threatened fire-related emergency exists. This definition includes signals activated by negligence, accident, mechanical failure, and electrical failure signals activated intentionally in non-emergency situations; and signals for which the actual cause of activation is unknown. It is a rebuttable presumption that a fire alarm is false if personnel responding from the Fire Department do not discover any evidence of fire or other emergency after following normal Fire Department operating procedures in investigating the incident. An alarm is not false if the alarm user provides evidence that (1) an individual activated the alarm based upon a reasonable belief that a fire-related emergency existed; (2) the alarm system was activated by lightning or an electrical surge that caused physical damage to the system, as evidenced by the testimony of a licensed alarm system contractor who conducted an on-site inspection and personally observed the damage to the system; or (3) the alarm was activated by vandals.~~

~~(3) Fire alarm system means any assembly of equipment, mechanical or electrical, arranged to signal the occurrence of fire-related emergency, requiring urgent attention and to which Fire Department personnel may reasonably be expected to respond, but does not include household fire alarm systems installed in one- or two-family dwellings.~~

~~(4) Household fire alarm system means a system of devices that is listed for residential use and installed in a one- or two-family dwelling other than facilities that are required to be licensed.~~

~~(5) Premises means the building or structure, or portion of a building or structure, upon which a fire alarm system is installed or maintained.~~

~~(6) Vandals means a person or persons who willfully cause damage to the fire alarm system which results in the activation of a fire alarm.~~

~~(d) Fire alarms; posting requirements. A fire alarm user shall conspicuously post at the main entrance to the alarm user's premises a notice stating (1) the name of an individual or alarm company able and authorized to enter the premises and deactivate the alarm; (2) emergency telephone numbers by which those individuals can be reached at all times; and (3) the name and address of the alarm user. The information must be kept current and failure to update this information within 48 hours of any change constitutes a violation of this section.~~

~~(e) False fire alarms prohibited. No fire alarm user shall cause, allow, permit or suffer the fire alarm system to emit three or more false alarms in any calendar year.~~

~~(f) Inspection requirements/post activation. After the second and each additional false fire alarm in one calendar year, the alarm user shall, within 30 days, after the second or subsequent fire alarm activation, file a written inspection and test report with the Fire Department from a licensed fire alarm contractor stating that the fire alarm system has been inspected and tested since the last false fire alarm. The report shall set forth the probable cause of the activation, description of any repairs, modifications made or actions taken to prevent additional false alarm activations. The inspection and test report shall also state that the system is currently fully functional without deficiencies.~~

~~(g) Penalties. A violator of this section shall receive a fine(s) as follows:~~

~~(1) For the first false alarm within a calendar year: A notice of violation with no fine.~~

~~(2) For the second false alarm within a calendar year: A notice of violation with no fine.~~

~~(3) For the third and fourth false alarm within a calendar year: A citation with a fine of $250.00.~~

~~(4) For the fifth false alarm and subsequent false alarms including the twelfth false alarm within a calendar year: A citation with a fine of $500.00.~~

~~(5) For the thirteenth and subsequent false alarms within a calendar year: A citation with a fine of $1,000.00.~~

~~(h) Enforcement. The fire inspector shall issue a citation for each false alarm. A violator who has been issued a citation under this section shall elect either to:~~

~~(1) Pay the civil fine in the manner indicated on the citation: or~~

~~(2) Request an administrative hearing before a special master to appeal the decision of the fire inspector which resulted in the issuance of the citation.~~

~~(i) Appeal of a citation. The violator may appeal the citation by requesting an administrative hearing within ten days from the date of issuance. The procedures for appeal of the citation shall be as set forth in Chapter 30, as may be amended from time to time.~~

~~(j) Failure to appeal. Failure of the named violator to appeal the citation within the prescribed time period shall constitute a waiver of the violator's right to an administrative hearing before the special master. A waiver of the right to an administrative hearing shall be treated as an admission of the citation, and fines are owed to the City. Unpaid fines may result in the imposition of larger fines and/or further enforcement as set forth in this Chapter.~~

~~(k) Appeal of special master's decision. Any party aggrieved by the decision of a special master may appeal that decision as provided by applicable Florida Statutes and Florida Rules of Appellate Procedure.~~

~~(l) Imposition of civil fines. The City may institute proceedings in a court of competent jurisdiction to compel payment of civil fines. A certified copy of an order imposing a civil fine~~

~~may be recorded in the public records and thereafter shall constitute a lien upon any other 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 personal property, but shall not be deemed to be a court judgment except for enforcement purposes. After two months from the filing of any such lien which remains unpaid, the City may institute proceedings to foreclose or otherwise execute on the lien.~~

Sec. 50-9. - Interest.

The city is authorized to charge interest to any amount due when not paid by the due date. The interest rate shall be at the highest legal limit authorized by law, plus collection costs and attorneys' fees.

Sec. 50-10 Other permits and reviews.

(a) Fire permits. A fire permit is required for installation, modification, or deletion of any component of a fire detection or protection system. A fire permit is issued by the fire marshal and processed by the building department for components or systems designed for smoke detection, fire alarm, fire protection or fire suppression or similar systems. A fee for the plan review, acceptance test, and inspection of work under a fire permit will be charged as specified in appendix A to include services provided by fire department staff.

(b) Hydrant flow test. Upon a request from an applicant, a hydrant flow test will be performed by fire department personnel and results provided to the applicant within a reasonable time after receipt of request. A flow test may not be performed whenever the city, county, or state has any water flowing restrictions imposed on the water supply of the City of Miami Beach. A fee will be charged for each flow test as specified in appendix A.

(c) Occupant content sign. Owners, managers, or operators of any assembly occupancy in the City of Miami Beach must obtain an occupant content sign issued by the fire marshal and processed by the building department. A fee for plan review and inspection related to the occupant content sign will be charged as specified in appendix A.

(d) Pyrotechnic displays permit. Any person or entity using, storing, or displaying pyrotechnic devices indoor or outdoor of any facility within the City of Miami Beach must first obtain a permit issued by the fire department. A fee for plan review and inspection will be charged as specified in appendix A. Additional fee will be charged for staffing of fire department personnel as determined by the fire chief. Any person or entity who does not obtain a permit, provides false information in order to obtain the permit, or who violates any provision in said permit will be charged a fine equal to the double fee as specified in subsection 50-3(d).

(e) Fireworks permit. Any person or entity using, storing, or displaying fireworks for private or public display within the City of Miami Beach must first obtain a permit issued by the fire department. A fee for plan review and inspection will be charged as specified in appendix A. Additional fee will be charged for staffing of fire department personnel as determined by the fire chief. Any person or entity who does not obtain a permit, provides false information in order to obtain the permit, or who violates any provision in said permit will be charged a fine equal to the double fee as specified in subsection 50-3(d).

(f) Open burning permit. Any person or entity engaged in open burning activity must first obtain a permit issued by the fire department. A fee for plan review and inspection will be charged

as specified in appendix A. Additional fee will be charged for staffing of fire department personnel as determined by the fire chief. Any person or entity who does not obtain a permit, provides false information in order to obtain the permit, or who violates any provision in said permit will be charged a fine equal to the double fee as specified in subsection 50-3(d).

(g) Bonfire permit. Any person or entity engaged in a bonfire activity must first obtain a permit issued by the fire department. A fee for plan review and inspection will be charged as specified in appendix A. Additional fee will be charged for staffing of fire department personnel as determined by the fire chief. Any person or entity who does not obtain a permit, provides false information in order to obtain the permit, or who violates any provision in said permit will be charged a fine equal to the double fee as specified in subsection 50-3(d).

(h) Special events. All special events permits issued by the City of Miami Beach must be reviewed and approved by the fire department. A fee for the plan review and inspection of each special event will be charged to the applicant as specified in appendix A.

(i) Trade shows. All trade shows or public events taking place at the Miami Beach Convention Center or other public facility must be reviewed and approved by the fire department. A fee for plan review and inspection will be charged to the applicant as specified in appendix A.

(j) Sidewalk cafe permits. All sidewalk cafes must be approved by the fire department before a permit is issued by the city. A fee for plan review and inspection will be charged as specified in appendix A.

(k) Special master. Special master cases such as mitigation of fines requiring research and testimony of fire department personnel will be charged a fee to the applicant as specified in appendix A.

(l) Documents. Requests for copies of fire department records, inspection reports, logs, or similar documents maintained by the fire marshal's office will be charged a fee as specified in appendix A.

(m) Adjusted rates. The rates in appendix A pertaining to this section will be administratively adjusted annually to reflect increase(s) or decrease(s) in Consumer Price Index for all urban consumers CPI-U.

Sec. 50-11. - Enforcement by fire inspectors.

(a) Notice of violation. If, upon inspection, a fire inspector finds that a fire code violation exists based on the Florida Fire Prevention Code, Miami-Dade County Fire Code, or the City of Miami Beach Code, as may be amended from time to time, the fire inspector shall document the list of violations using a Fire Department form. The Notice of Violation shall indicate the name of violator, address of establishment inspected, the date of the inspection, and the name of the inspector. The Notice of Violation shall describe the code requirement, which is not in compliance, and indicate timeframe within which to correct said violation(s).

(1) The violator can appeal the interpretation of the code requirement to the inspector's supervisor and finally to the Fire Marshal of the City of Miami Beach after providing evidence that the condition present does not constitute a code violation. If the Fire Marshal affirms that the code violation does exist, then the violator can appeal a decision of the Fire Marshal to the Miami-Dade County Fire Safety and Prevention

Board of Appeal as provided for in the Florida Fire Prevention Code, and as provided for in Chapter 14, Miami-Dade County Code.

(2) If the violator does not correct the violation within the indicated time frame, the fire inspector, or designee of the Fire Marshal, shall follow enforcement proceedings through the Special Master process as provided in Chapter 30 of the City of Miami Beach Code.

(b) Citation. In lieu of a Notice of Violation, or in addition to a Notice of Violation, the fire inspector can issue a citation for the following offenses listed below. The citation shall state the name of the violator, the date and time of the violation, address of the violation, amount of fine for which the violator is liable, instructions, due date for paying the fine, and the appeal process.

(1) Locked exits. If, upon inspection, a fire inspector finds a locked exit as defined in the Florida Fire Prevention Code as a door requiring a key or special knowledge to open, then the fire inspector shall issue a citation with the penalties stated in Section 50-4(k).

(2) Blocked or impeded exits. If, upon inspection, a fire inspector finds the means of egress blocked or impeded as defined in the Florida Fire Prevention Code, then the fire inspector shall issue a citation with the penalties stated in Section 50-4(k).

(3) Overcrowding. If, upon inspection, a fire inspector finds an overcrowding condition in excess of the maximum number of occupants as approved by the Fire Marshal, then the inspector shall issue a citation as follows: a minor overcrowding citation when the number of occupants exceed the approved limit by less than 30 percent; a severe overcrowding citation when the number of occupants exceed the approved limit by 30 percent or more. The citation issued will carry the penalties stated in Section 50-4(k).

(4) Fire watch. If, upon inspection, a fire inspector finds that the owner or management of a property in the City has not complied with the requirements of an established fire watch mandated by the Fire Marshal's Office, then the inspector shall issue a citation with the penalties stated in Section 50 4(k).

(5) Fire protection system(s). If, upon inspection, a fire inspector finds that the automatic or manual fire protection system(s), fire detection system(s), and/or fire alarm system(s) have not been certified by a licensed contractor as required by the Florida Fire Prevention Code, then the fire inspector shall issue a citation with the penalties stated in Section 50-4(k).

(6) Life safety building maintenance. If, upon inspection, a fire inspector finds that maintenance of life safety building features have not been properly performed, then the fire inspector shall issue a citation with the penalties stated in Section 50-4(k).

(7) Flammable liquids/gas. If, upon inspection, a fire inspector finds improper use and storage of flammable liquids and/or flammable gases, then the fire inspector shall issue a citation with the penalties stated in Section 50-4(k).

(8) Fire extinguishers. If, upon inspection, a fire inspector finds that the fire extinguishers are not properly certified, or fire extinguishers are not provided, then the fire inspector shall issue a citation with the penalties stated in Section 50-4(k).

(9) Work without a permit. If, upon inspection, a fire inspector finds that construction work is being performed or work has been performed on a fire protection/life safety system without the proper permits, then the fire inspector shall issue a citation with the penalties stated in Section 50-4(k).

(10) Fire alarm runner service agreement. If, upon inspection, a fire inspector finds that the owner or management fails to obtain and maintain the required fire alarm runner service agreement, then the fire inspector shall issue a citation with the penalties stated in Section 50-4(k).

(11) Other violations. Any other violation of the Florida Fire Prevention Code may result in a citation with the penalties stated in Section 50-4(k).

(c) "Offense" defined. For purposes of this section, "offense" shall mean a notice of violation, or citation. A person may receive a separate notice of violation, or citation, once every hour if a violation has occurred any time within that period. Each notice of violation, or citation, shall constitute a separate offense for which a separate fine may be imposed.

(d) Options upon issuance of a citation. A violator who has been issued a citation shall elect either to:

(1) Pay the civil fine in the manner indicated on the citation; or

(2) Request an administrative hearing before a special master to appeal the decision of the fire inspector which resulted in the issuance of the citation.

(e) Appeal of a citation. The violator may appeal the citation by requesting an administrative hearing within ten days from the date of issuance. The procedures for appeal of the citation shall be as set forth in Chapter 30, as may be amended from time to time. The appeal hearing must be heard no later than 120 days from the date the appeal was filed. The Special Master shall not have discretion to alter the prescribed penalties under Section 50-4(k)(1)—(3). Appeal of the Fire Marshal's code interpretation shall be filed with the Miami-Dade County Fire Safety and Prevention Board of Appeals.

(f) Failure to appeal. Failure of the named violator to appeal the citation within the prescribed time period shall constitute a waiver of the violator's right to an administrative hearing before the special master. A waiver of the right to an administrative hearing shall be treated as an admission of the citation, and fines are owed to the City. Unpaid fines may result in the imposition of larger fines and/or further enforcement as set forth in this section.

(g) Appeal of special master's decision. Any party aggrieved by the decision of a special master may appeal that decision as provided by applicable Florida Statutes and Florida Rules of Appellate Procedure.

(h) Imposition of civil fines. The City may institute proceedings in a court of competent jurisdiction to compel payment of civil fines. A certified copy of an order imposing a civil fine may be recorded in the public records and thereafter shall constitute a lien upon any other 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 personal property, but shall not be deemed to be a court judgment except for enforcement purposes. After two months from the filing of any such lien which remains unpaid, the City may institute proceedings to foreclose or otherwise execute on the lien.

(i) Cease and desist orders. The Fire Marshal of the City of Miami Beach has the authority to issue cease and desist orders as provided by F.S. 633.161 and the Florida Fire Prevention Code to mitigate any fire hazard or any violation posing an imminent danger to occupants. If the violator fails to comply with the Cease and Desist Order, then the violator shall receive a citation of $5,000.00 for each offense. Any person who fails to comply with the Cease and Desist Order is guilty of a misdemeanor punishable as provided in F.S. 633.171.

(j) Suspension or revocation of certificate of use and annual fire safety permit. As an alternative or additional means of enforcement, the City may institute proceedings to

suspend or revoke the Certificate of Use and Annual Fire Safety Permit pursuant to Chapter 102, Article V. The suspension of the Certificate of Use and Annual Fire Safety Permit constitutes the closure of the establishment and no occupancy for the period determined. Additionally, the City may seek injunctive relief as set forth in Section 46-158. Furthermore, in cases of recurring violations, the fire inspector may issue a notice of violation for prosecution before the Special Master as provided in Chapter 30. For citations involving serious danger to the public health, safety or welfare as stated in this section, the suspension of the Certificate of Use and Annual Fire Safety Permit shall be as stated in Section 50-4(k)(3).

(k) Penalties and fines. The following civil fines and penalties shall be imposed for citations issued under this section.

(1) Locked exits.

a. Assembly occupancies: first offense within a 12-month period, fine shall be $1,000.00; second offense within a 12-month period, fine shall be $2,500.00; third and subsequent offenses within a 12-month period, fine shall be $5,000.00.

b. For other occupancies, the fines shall be as follows: first offense within a 12-month period, fine shall be $750.00; second offense within a 12-month period, fine shall be $1,000.00; third and subsequent offenses within a 12-month period, fine shall be $1,250.00.

(2) Blocked, or impeded exits. First offense within a 12-month period, fine shall be $500.00; second offense within a 12-month period, fine shall be $750.00; third offense and subsequent offenses within a 12-month period, fine shall be $1,000.00.

(3) Overcrowding.

a. Minor overcrowding citation: first offense within a 12-month period, fine shall be $1,000.00; second offense within a 12-month period, fine shall be $2,000.00; third offense and subsequent offenses within a 12-month period, fine shall be $3,000.00;

b. Severe overcrowding citation: first offense within a 12-month period, fine shall be $2,500.00; second offense within a 12-month period, fine shall be $5,000.00; third and subsequent offenses within a 12-month period, fine shall be $7,500.00.

c. After two severe overcrowding citations within a 12-month period, the suspension of the Certificate of Use and Annual Fire Safety Permit shall be for 14 consecutive days. After three severe overcrowding citations within a 12-month period, the suspension of the Certificate of Use and Annual Fire Safety Permit shall be for 30 days;

d. After three minor overcrowding citations within a 12-month period, the suspension of the Certificate of Use and Annual Fire Safety Permit shall be for seven consecutive days. After four minor overcrowding citations or combination of minor and severe citations, the suspension of the Certificate of Use and Annual Fire Safety Permit shall be for 14 days. After five minor overcrowding citations, or combination of minor and severe citations, the suspension of the Certificate of Use and Annual Fire Safety Permit shall be for 30 days.

e. After four severe overcrowding citations, or after six minor overcrowding citations, or combination of minor and severe citations, within a 12-month period, the Certificate of Use and Annual Fire Safety Permit shall be revoked.

(4) Fire watch. Fine shall be $500.00 for each offense.

(5) Fire protection system(s). Fine shall be $250.00 for each system for each offense.

(6) Life safety building maintenance. Fine shall be $50.00 for each offense.

(7) Flammable liquids/gas. Fine shall be $100.00 for each offense.

(8) Fire extinguishers. Fine shall be $25.00 for each offense.

(9) Work without a permit. Fine shall be $200.00 for each offense.

(10) Fire alarm runner service agreement. Fine shall be $75.00 for each offense.

(11) Other violations. Fine shall be $100.00 for each offense.

Sec. 50-12. - Annual fire prevention and fire safety inspection permit.

(a) Permit required; general provisions. No person shall operate, utilize or occupy any facility, instrumentality or real property, or any part thereof, or cause, allow, let or permit to be operated, utilized or occupied any facility, instrumentality or real property, or any part thereof, or undertake any activity or cause to be undertaken any activity for which a fire safety permit is required in accordance with the provisions of this section without first obtaining such a valid fire safety permit. Fire safety permits shall be kept on the premises and shall be subject to inspection by a representative of the fire department. All premises shall be inspected from time to time to determine whether they comply with the provisions of applicable ordinances and regulations. The owner shall be notified of any deficiencies noted, and appropriate reinspection may be made to determine whether or not the deficiencies have been corrected. Fire safety permits shall not be transferable and any change in use or occupancy of the premises shall require the issuance of a new fire safety permit. All applications for fire safety permits shall be reviewed by the fire marshal's office. If an application for a fire safety permit is rejected, the applicant shall be advised of the reasons for such rejection. Fire safety permits shall be issued by the fire marshal's office and shall bear the names and signature of the fire marshal or his designated representative.

(b) Contents. Fire safety permits shall contain the following information:

(1) Operation or activities for which the fire safety permit is issued.

(2) Address or location and telephone number where the operation or activity requiring the issuance of a fire safety permit is to be conducted.

(3) Name, address and telephone number of the permittee.

(4) Fire safety permit number and date of issuance.

(5) Period of validity of the fire safety permit.

(6) Inspection requirements.

(c) Application, issuance.

(1) Within 30 days of March 15, 1997, the city shall mail an invoice requiring the payment of the fire safety fee, in accordance with the fee schedule set forth in this section, to all persons holding a certificate of use issued by the city. Upon payment of the required fee, the department shall issue the fire safety permit. Such permit shall be renewed annually upon payment of the required fee.

(2) Any person applying for a new certificate of use shall concurrently with such application make an application for a fire safety permit to the fire department. Such application for a fire safety permit shall be accompanied by such information as may be required by the fire department, and the required fee. Upon payment of the required fee and issuance of the certificate of use, the fire department shall issue the fire safety permit, which shall be renewed annually upon payment of the required fee.

(3) Application for a fire safety permit shall be made to the fire department by all persons who are not required to hold a certificate of use who are utilizing or occupying any facility, instrumentality or real property or any part thereof, or undertaking any activity or causing to be undertaken any activity for which is required a fire safety permit in accordance with the provisions of this section. Such application shall be accompanied by such information as shall be required by the fire department and the required fee.

(d) Fees. The fees for the issuance of the fire safety permit and the annual renewal thereof, as may be required, are herein fixed as follows. Occupancies are classified in accordance with the National Fire Protection Association (NFPA) 101 Life Safety Code, as may be amended and adopted by the City.

Annual adjustment of rates. The rates in appendix A pertaining to this division will be administratively adjusted annually to reflect increase(s) or decrease(s) in the Consumer Price Index for all urban consumers, CPI-U.

The city is authorized to charge interest to any amount due when not paid by the due date. The interest rate shall be at the highest legal limit authorized by law, plus collection costs and attorneys' fees.

(1) Assembly occupancies. Those occupancies that include, but are not limited to, all buildings or portions of buildings used for gathering together 50 or more persons for such purposes as deliberation, worship, entertainment, eating, drinking, amusement or awaiting transportation. Assembly occupancies designated as dance hall/entertainment with or without alcohol and having an occupant load of 200 or more, a night inspection fee shall be charged of $4.00 per person based on the approved maximum number of occupants designated by the Fire Marshal.

a. Class A—occupant load greater than 1,000 persons: See appendix A.

b. Class B—occupant load greater than 300 but not greater than 1,000 persons: See appendix A.

c. Class C—occupant load of 50 or more but not greater than 300 persons: See appendix A.

(2) Educational occupancies. Those occupancies that include buildings or portions of buildings used for educational purposes through the 12th grade by six or more persons for four or more hours per day or more than 12 hours per week.

a. Schools, private, educational facilities inclusive of the first to the 12th grade:

Buildings up to 10,000 square feet: See appendix A.

Buildings greater than 10,000 square feet: See appendix A.

b. Nurseries, day care centers, kindergartens, educational facilities up to, but not including the first grade: See appendix A.

(3) Health care occupancies. Those occupancies used for purposes such as medical or other treatment or care of persons suffering from physical or mental illness, disease or infirmity; and for the care of infants, convalescents or infirm aged persons. Health care occupancies provide sleeping facilities for four or more occupants and are occupied by persons who are mostly incapable of self-preservation because of age, physical or mental disability, or because of security measures not under the occupants' control.

Private hospitals, nursing homes, limited care facilities:

Up to 100 beds: See appendix A.

Over 100 beds: See appendix A.

(4) Residential occupancies. Those occupancies in which sleeping accommodations are provided for normal residential purposes and include all buildings designed to provide sleeping accommodations.

a. Apartment buildings:

Three to 11 dwelling units: See appendix A.

Twelve to 50 dwelling units: See appendix A.

Over 50 dwelling units: See appendix A.

b. Hotel, motel, dormitories, lodging-house or rooming-house:

Three to 50 rental sleeping units: See appendix A.

Over 50 sleeping units: See appendix A.

c. Board and care facilities:

Small facilities, not more than 16 residents: See appendix A.

Large facilities, more than 16 residents: See appendix A.

(5) Mercantile occupancies.

a. Class A—all stores having an aggregate gross area of more than 30,000 square feet or utilizing more than three levels, excluding mezzanines, for sales purposes: See appendix A.

b. Class B—all stores of more than 3,000 square feet but not more than 30,000 square feet aggregate gross area, or utilizing floors above or below the street floor level for sales purposes: See appendix A.

c. Class C—all stores of not more than 3,000 square feet gross area used for sales purposes on one story only, excluding mezzanines: See appendix A.

(6) Business occupancies. Those occupancies used for the transaction of business, other than those covered under subsection (d)(5) of this section, for the keeping of accounts and record, and for similar purposes.

a. General offices, including doctors', dentists', and outpatient clinics (ambulatory):

Up to 5,000 square feet: See appendix A.

Over 5,000 square feet: See appendix A.

b. Colleges and university instructional buildings, classrooms under 50 persons, and instructional laboratories: See appendix A.

(7) Industrial occupancies. Those occupancies such as factories making products of all kinds and properties devoted to operations such as processing, assembling, mixing, packaging, finishing or decorating and repairing.

a. General industrial occupancies—industrial operations conducted in buildings of conventional design suitable for various types of industrial processes, subject to possible use for types of industrial processes with high density of employee population:

Up to 5,000 square feet: See appendix A.

Over 5,000 square feet: See appendix A.

b. Special purpose industrial occupancies—industrial operations in buildings designed for and suitable only for particular types of operations, characterized by a relatively low density of employee population, with much of the area occupied by machinery or equipment:

Up to 5,000 square feet: See appendix A.

Over 5,000 square feet: See appendix A.

c. High hazard industrial occupancies—buildings having high hazard materials, processes, or contents:

Up to 5,000 square feet: See appendix A.

Over 5,000 square feet: See appendix A.

(8) Storage occupancies. Those occupancies which include all buildings or structures utilized primarily for the storage or sheltering of goods, merchandise, products, vehicles or animals.

a. Low hazard contents—classified as those of such low combustibility that no self-propagating fire therein can occur: See appendix A.

b. Ordinary hazard contents—classified as those that are likely to burn with moderate rapidly or to give off a considerable volume of smoke:

Up to 10,000 square feet: See appendix A.

Over 10,000 square feet: See appendix A.

c. High hazard contents—classified as those that are likely to burn with extreme rapidity or from which explosions are likely:

Up to 5,000 square feet: See appendix A.

Over 5,000 square feet: See appendix A.

(9) Marinas.

a. Three to 12 boat slips: See appendix A.

b. Thirteen to 50 boat slips: See appendix A.

c. Over 50 boat slips: See appendix A.

(10) Miscellaneous. All uses of buildings not previously covered by this section shall be classified by the fire marshal as the most similar use delineated above and assessed an inspection fee accordingly.

(e) Revocation, penalties. The fire marshal may revoke the fire safety permit if, upon inspection, any violation of this section, the South Florida Fire Prevention Code or chapter 14 of the Dade County Code, or any violation of any condition, limitation or restriction which is part of a fire safety permit issued is found and not corrected within a reasonable amount of time. Revocation shall be effective when the permit holder is duly notified by the fire marshal. In addition to the penalties prescribed under the code adopted in section 50-2, any person who uses any premises after the fire safety permit has been revoked shall be in violation of this section and shall be subject to proceedings to revoke or suspend an occupational license and/or certificate of use pursuant to chapter 102, article V, and/or other penalties under applicable law. For purposes of enforcement under chapter 102, article V, use of any premises without a valid fire safety permit shall be deemed an emergency condition involving serious danger to the public health, safety or welfare.

Sec. 50-13. - Hazardous material registration and permit.

(a) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Hazardous material means that material, chemical or substance which is highly flammable, or which may self-react with other materials to cause fires or explosions, or which by its presence creates or augments a fire or explosion hazard, or which by its toxicity, radioactivity or any other physical, chemical or nuclear property, when contained or when involved in an unauthorized release, may cause danger to life or create serious health hazard. Hazardous materials shall include such materials as compressed gases, cryogenic fluid, flammable liquid, combustible liquid, flammable solid, corrosives, oxidizing material, reactive and unstable material, highly toxic, poisonous and radioactive material, whether the material is in usable or waste condition. Hazardous materials shall include material identified in the Florida Substance List compiled by the state department of labor and employment security pursuant to F.S. § 442.103.

Person means any natural person, firm, individual association, corporation, partnership, joint venture, municipality, governmental agency, political subdivision, public officer, partner, director, officer, public corporation or any other entity of any kind whatsoever, jointly and severally, singular or plural.

Placard means a visible hazard identification sign or plate indicating any and all of the hazardous materials presently stored, handled or used on the premises.

Premises means the building or structure or portion thereof upon which hazardous material is stored, handled or used.

(b) Hazardous material registration and permit. No person shall store, handle or use any hazardous materials unless and until a valid permit has been issued by the fire department, in accordance with South Florida Fire Prevention Code, article 31, section 31.103. Anyone obtaining a permit under this section shall pay a permit fee as set forth in appendix A during the month following the enactment of this legislation, but by no later than October 1. Permits shall be renewed on an annual basis. Failure to pay the fee within 30 days will

result in a late permit fee as set forth in appendix A. Failure to pay the fee within 90 days will result in a late permit fee as set forth in appendix A. All applications for permits shall be on a form prescribed by the fire department and accompanied by a hazardous material inventory form providing the following information:

(1) The chemical or common name of the hazardous materials on the premises.

(2) An estimate of the maximum amount of hazardous material present on the premises.

(3) An estimate amount of the average daily hazardous material present on the premises.

(4) The specific location of the hazardous materials on the premises.

(5) A brief description of the manner of storage of the hazardous materials.

(c) Placard requirement. Every person who obtains a permit pursuant to this section shall affix a placard for each hazardous material on the premises. Such placard shall be in compliance with NFPA section 704 or as approved by the fire department. The placard must be affixed to a conspicuous location where each of the hazardous materials is stored, handled or used on the premises. The placard may be obtained by the person or purchased from the fire department at a cost as set forth in appendix A.

(d) Inspection. Every person shall allow the fire department to conduct an on-site inspection of the premises and shall provide to the fire department, upon request, information on the specific types, amounts and locations of any and all hazardous material on the premises.

(e) Enforcement. Any person who fails or refuses to comply with, or violates, any of the provisions of this section shall be subject to prosecution under the city's code enforcement system, in accordance with chapter 30, and shall be subject to immediate suspension of the person's business license until such time as the provisions have been complied with.

(f) Annual adjustment of rates. The rates in appendix A pertaining to this division will be administratively adjusted annually to reflect increase(s) or decrease(s) in the Consumer Price Index for all urban consumers, CPI-U.

(g) The city is authorized to charge interest to any amount due when not paid by the due date. The interest rate shall be at the highest legal limit authorized by law, plus collection costs and attorneys' fees.

Sec. 50-14. - Penalties for violation of fire codes and enforcement.

Any person, firm or corporation who violates or fails to comply with the minimum standards established and adopted by this chapter as may be amended, shall upon conviction, be fined not less than $100.00 for the first violation and not less than $1,000.00 for each subsequent violation. In addition, the county judge may, in his discretion, impose an additional penalty of imprisonment for a period of up to 90 days. Each day such violation shall be permitted to exist shall constitute a separate offense. As an alternative method of enforcement, any person, firm or corporation who violates or fails to comply with any of the minimum standards established and adopted by this chapter and who fails to comply with a final order issued in accordance with the provisions of this chapter may be subject to enforcement procedures before a special master of the city and to penalties as set forth in Chapter 30 of this Code.

Sec. 50-15. - Fire alarms, regulations, penalties, enforcement.

(a) Purpose of regulation. The purpose of this section is to place responsibility on the alarm user to prevent, by use of appropriate mechanical, electrical, or other means, false fire alarms.

(b) Scope of regulations. The provisions of this section shall apply throughout the geographical area serviced [by] the Miami Beach Fire Department.

(c) Definitions.

(1) Alarm user means the person or other entity that owns, possesses, controls, occupies or manages any premises as defined below.

(2) False fire alarm means a signal from a fire alarm system that elicits a response by the Fire Department when no actual or threatened fire-related emergency exists. This definition includes signals activated by negligence, accident, mechanical failure, and electrical failure signals activated intentionally in non-emergency situations; and signals for which the actual cause of activation is unknown. It is a rebuttable presumption that a fire alarm is false if personnel responding from the Fire Department do not discover any evidence of fire or other emergency after following normal Fire Department operating procedures in investigating the incident. An alarm is not false if the alarm user provides evidence that (1) an individual activated the alarm based upon a reasonable belief that a fire-related emergency existed: (2) the alarm system was activated by lightning or an electrical surge that caused physical damage to the system, as evidenced by the testimony of a licensed alarm system contractor who conducted an on-site inspection and personally observed the damage to the system; or (3) the alarm was activated by vandals.

(3) Fire alarm system means any assembly of equipment, mechanical or electrical, arranged to signal the occurrence of fire-related emergency, requiring urgent attention and to which Fire Department personnel may reasonably be expected to respond, but does not include household fire alarm systems installed in one- or two-family dwellings.

(4) Household fire alarm system means a system of devices that is listed for residential use and installed in a one- or two-family dwelling other than facilities that are required to be licensed.

(5) Premises means the building or structure, or portion of a building or structure, upon which a fire alarm system is installed or maintained.

(6) Vandals means a person or persons who willfully cause damage to the fire alarm system which results in the activation of a fire alarm.

(d) Fire alarms; posting requirements. A fire alarm user shall conspicuously post at the main entrance to the alarm user's premises a notice stating (1) the name of an individual or alarm company able and authorized to enter the premises and deactivate the alarm; (2) emergency telephone numbers by which those individuals can be reached at all times; and (3) the name and address of the alarm user. The information must be kept current and failure to update this information within 48 hours of any change constitutes a violation of this section.

(e) False fire alarms prohibited. No fire alarm user shall cause, allow, permit or suffer the fire alarm system to emit three or more false alarms in any calendar year.

(f) Inspection requirements/post activation. After the second and each additional false fire alarm in one calendar year, the alarm user shall, within 30 days, after the second or subsequent fire alarm activation, file a written inspection and test report with the Fire Department from a licensed fire alarm contractor stating that the fire alarm system has been

inspected and tested since the last false fire alarm. The report shall set forth the probable cause of the activation, description of any repairs, modifications made or actions taken to prevent additional false alarm activations. The inspection and test report shall also state that the system is currently fully functional without deficiencies.

(g) Penalties. A violator of this section shall receive a fine(s) as follows:

(1) For the first false alarm within a calendar year: A notice of violation with no fine.

(2) For the second false alarm within a calendar year: A notice of violation with no fine.

(3) For the third and fourth false alarm within a calendar year: A citation with a fine of $250.00.

(4) For the fifth false alarm and subsequent false alarms including the twelfth false alarm within a calendar year: A citation with a fine of $500.00.

(5) For the thirteenth and subsequent false alarms within a calendar year: A citation with a fine of $1.000.00.

(h) Enforcement. The fire inspector shall issue a citation for each false alarm. A violator who has been issued a citation under this section shall elect either to:

(1) Pay the civil fine in the manner indicated on the citation: or

(2) Request an administrative hearing before a special master to appeal the decision of the fire inspector which resulted in the issuance of the citation.

(i) Appeal of a citation. The violator may appeal the citation by requesting an administrative hearing within ten days from the date of issuance. The procedures for appeal of the citation shall be as set forth in Chapter 30, as may be amended from time to time.

(j) Failure to appeal. Failure of the named violator to appeal the citation within the prescribed time period shall constitute a waiver of the violator's right to an administrative hearing before the special master. A waiver of the right to an administrative hearing shall be treated as an admission of the citation, and fines are owed to the City. Unpaid fines may result in the imposition of larger fines and/or further enforcement as set forth in this Chapter.

(k) Appeal of special master's decision. Any party aggrieved by the decision of a special master may appeal that decision as provided by applicable Florida Statutes and Florida Rules of Appellate Procedure.

(l) Imposition of civil fines. The City may institute proceedings in a court of competent jurisdiction to compel payment of civil fines. A certified copy of an order imposing a civil fine may be recorded in the public records and thereafter shall constitute a lien upon any other 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 personal property, but shall not be deemed to be a court judgment except for enforcement purposes. After two months from the filing of any such lien which remains unpaid, the City may institute proceedings to foreclose or otherwise execute on the lien.

SECTION 4. That Chapter 66, "Marine Structures, Facilities and Vehicles," Article III, "Piers, Docks, and Boat Ramps," is hereby amended as follows:

Sec. 66-114. - Fee schedule for examination of plans, reinspections and special projects.

(a) Up-front processing fee. When the building permit application for a marine structure is received by the city, the applicant shall pay an up-front processing fee as specified in appendix A. This processing fee is not refundable, but shall be credited toward the final permit fee. This fee is in addition to fees which are required pursuant to chapter 14 and 98 of this Code and relates to examination of plans and inspections by the marine inspector to determine compliance with this chapter.

~~(b) New marine structure and/or additions. See appendix A.~~

~~(c) Alterations and repairs to marine structures. See appendix A.~~

(b) Reinspection fees.

(1) With respect to inspections, if the city finds it necessary, in order to enforce compliance with state statutes, the Florida Building Code, and the city's land development regulations to conduct an inspection, after an initial inspection and one subsequent reinspection, of any project or activity for the same code violation specifically and continuously noted in each rejection, including but not limited to, egress, fire protection, structural stability, energy, accessibility, lighting, ventilation, electrical, mechanical, plumbing, and gas systems, or other requirements identified by the rule of the Florida Building Commission, state statutes or the city's land development regulations, a fee of four times the cost of initial inspection or first reinspection, whichever is greater, for each subsequent reinspection shall be paid. The inspection cost is determined by multiplying the actual time spent by the inspector by the inspection fee hourly rate, as defined in subsection 14-61 (c)(1) and as specified in appendix A.

(2) Payment of the reinspection fee shall be required before any subsequent permits will be issued to the person or entity owing same. Further inspections SHALL be withheld until payment of reinspection fees has been made.

~~(1) When an extra inspection trip is necessary due to incorrect address given on a call for inspection, prior rejection of work due to faulty construction, or work not being ready for inspection at time specified, a fee as specified in appendix A for each reinspection may be charged to the permit holder in the trade concerned.~~

~~(2) If it is determined by the field inspector concerned that the job has the same problem after the reinspection fee is assessed and paid, a second reinspection fee as specified in appendix A shall be charged.~~

~~(3) Payment of the reinspection fee shall be required before any permits will be issued to the person or firm owing same. Further inspection may be refused until payment of reinspection fees has been made.~~

~~(e) Special projects fee. A fee equal to actual staff time and related costs shall be assessed for special projects requiring research by the marine inspector/assignee in order to answer questions proposed by developers, attorneys, and realtors, in connection with boat slips, docks, wharves, piles, or similar structures, or to determine if any existing violations are on the property through a review of departmental records. Such special fees will be levied only for requests outside the scope of normal departmental work. A minimum fee as specified in appendix A shall be charged.~~

SECTION 5. That Chapter 86, "Sales," Article II, "Garage Sales," Division 2, "Permit," is hereby amended as follows:

Sec. 86-56. - Required.

(a) No person shall conduct a garage sale within the city without first obtaining a permit.

(b) All persons wishing to obtain a garage sale permit shall make application at the code compliance department of the city, and shall pay a fee as specified in appendix A, <u>or at no cost if permit is applied for and obtained online.</u>

* * *

<u>SECTION 6</u>. That Chapter 98, "Streets and Sidewalks," Article III, "Excavations," Division 2, "Permit," is hereby amended as follows:

Sec. 98-92. - Application; amount of deposit; use of deposit to replace surface; permit fee.

* * *

(d) Permit fees will be computed only for the primary item of work for which a permit is required. The fee collected will also cover items of work incidental to the primary item and all processing and inspection services rendered by the department of public works.

~~(e) A surcharge to building permits in the amount(s) set forth in appendix A will be added by the public works department for construction activities which may impact city-owned property, rights-of-way, or easements. The surcharge collected will cover processing, plans review, and inspection services rendered by the department. The surcharge rate in appendix A will be administratively adjusted annually to reflect increases or decreases in the Consumer Price Index for consumers in the southeast United States for all items, unless otherwise directed by the city commission. Notwithstanding the preceding sentence, the rate adjustment set to take place in February 2012, shall be waived, finding such waiver to be in the best interest of the city and of the public.~~

~~(f) Permits for work not identified in appendix A. If it is determined that no specific fee category directly matches a permit application request, the public works directors may identify a category that closely matches the level of effort or determine what the work will be charged at based on the time dedicated for plans review and inspection. The public works director may require an up-front fee and a deposit to cover the estimated cost of the services to be provided.~~

~~(g) Expired permits. Where the permit is revoked, or becomes null and void, or expires because of lack of work or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work, pursuant to Section 105.4.1.1. of the Florida Building Code. If no more than 180 days of the expiration date of the original permit has passed, and no refund has been made according to this section, the applicant may apply to renew the permit. The reapplication must be covering the same project and involving the same plans, and must be submitted with the plans and the applicant's validated copy of the original permit. A fee of 25 percent of the original permit fee, plus an additional $57.00 processing fee, shall be charged for a renewal under these circumstances.~~

~~Where the permit is revoked, or becomes null and void or expires because of lack of work or abandonment, a new permit covering the proposed construction shall be obtained before~~

~~proceeding with the work, pursuant to Section 105.4.1.1. of the Florida Building Code. If more than 180 days, but no more than 365 days, since the expiration date of the original permit has passed, and no refund has been made according to this section, the applicant may apply to renew the permit. The reapplication must be covering the same project and involve the same plans, and must be submitted with the plans and the applicant's validated copy of the original permit. A fee of 25 percent of the original permit fee, plus a fee of 20 percent of the new permit fee, shall be charged for a renewal under these circumstances.~~

~~For permits that have expired where the only missing component is one or more final inspection(s), the fee for reopening the permit, performing the final inspection(s), and providing a final approval on the permit shall be charged at based on the time dedicated for inspection(s).~~

~~(h) The rates in appendix A for permit fees pertaining to this chapter shall be reevaluated administratively no less than every three years for the last adopted changes. Any recommended changes shall be brought to the city commission for consideration and final approval.~~

~~(i) Expedited plans review and inspection fee. Upon request from the applicant, the department may schedule an expedited plans review or inspection, on an overtime basis by city staff. When such service is provided, the applicant will reimburse the city for the cost of the city employee(s), in addition to the regular permit and other applicable fees.~~

Sec. 98-93. ~~Waiver~~ Public Works review fees associated with the building process levied.

~~The director of public works shall waive the permit fee for all work or excavations performed by the United States, the state, the county, or any agency or instrumentality thereof, or any entity granted a franchise by the city whose permit fees are, by the terms of the franchise, deductible from the payments required by the franchise, whether this work is performed by employees of the agency, by the franchisee, or by a private firm, person or corporation under contract with the governmental agency or franchisee. However, such franchisee, governmental agency or private firm, person or corporation under contract therewith shall not be relieved of the responsibility for obtaining a permit for work or excavations subject to this article and shall otherwise comply with the provisions of this article.~~

(a) Levied Permits. A separate public works review fee associated with the building permit plans review process is hereby levied and imposed, and shall apply to the city's public works department reviews of construction activities which may impact city-owned property, rights-of-way, or easements, building, plumbing, electrical and mechanical permits and other plans review activities associated with the permit plans review process undertaken by that department. Said fee shall be collected by the building department on behalf of the planning department. Inspections and other fees of the planning department of the city are hereby levied and imposed and shall apply to building, plumbing, electrical and mechanical permits and other activities undertaken by that department as outlined in appendix A.

(b) Double fees. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing systems before obtaining the building official's approval or the necessary permits shall be subject to a penalty of 100 percent of the required permit fee, in addition to the required permit fees, plus a penalty for the first, second and subsequent offenses as outlined in appendix A.

(c) Reinspection fees.

(1) With respect to inspections, if the city finds it necessary, in order to enforce compliance with state statutes, the Florida Building Code, and the city's land development regulations to conduct an inspection, after an initial inspection and one subsequent reinspection, of any project or activity for the same code violation specifically and continuously noted in each rejection, including but not limited to, egress, fire protection, structural stability, energy, accessibility, lighting, ventilation, electrical, mechanical, plumbing, and gas systems, or other requirements identified by the rule of the Florida Building Commission, state statutes or the city's land development regulations, a fee of four times the cost of initial inspection or first reinspection, whichever is greater, for each subsequent reinspection shall be paid. The inspection cost is determined by multiplying the actual time spent by the inspector by the inspection fee hourly rate, as defined in subsection 15-31(g) and as specified in appendix A.

(2) Payment of the reinspection fee shall be required before any subsequent permits will be issued to the person or entity owing same. Further inspections SHALL be withheld until payment of reinspection fees has been made.

(d) Lost plans fee. When permitted set of plans are lost by the applicants, owners, contractors, or any of their representatives, a recertification fee will be required to reproduce, stamp and approve a new set of plans as a field copy. Such fee shall be based on a cost per page as specified in appendix A.

(e) Revised plans review fee. The charge for plans review of revisions to a permitted set of plans shall be as specified in appendix A.

(f) Lost permit card fee. After a permit has been issued, if the permit inspection card has been lost, a fee as specified in appendix A shall be charged to resign or recertify the replacement.

(g) Inspection fee hourly rate. The inspection fee hourly rate, as specified in appendix A, is determined at the beginning of each fiscal year based on the department's approved overhead and indirect costs and the resources assigned to inspection program.

(h) Plans re-review fee. When extra plans reviews are due to the failure to correct code violations specifically and continuously noted in each rejection, including, but not limited to, egress, fire protection, structural stability, energy, accessibility, lighting ventilation, electrical, mechanical, plumbing, and gas systems, or other requirements identified by the rule of the Florida Building Commission, in compliance with F.S. § 553.80(2)(b), each time after the third such review that plans are rejected for the same code violation, a fee of four times the amount of the proportion of the permit fee shall be attributed to plans review.

(i) Expedited plans review and inspection fee. Upon request from the applicant, the department may schedule an expedited plans review or inspection, on an overtime basis by city staff. When such service is provided, a fee as specified in appendix A shall be charged, in addition to the regular permit fee and other applicable fees. Expedited plan review service may be requested by the applicant with a cost plus fee incurred in addition to the regular permit fee and other applicable fees.

(j) Permits for work not identified in appendix A. If it is determined that no specific fee category directly matches a permit application request, the department director may identify a category that closely matches the level of effort or determine what the work will be charged at based on the time dedicated for plans review and inspection. The department director may require an upfront fee and a deposit to cover the estimated cost of the services to be provided.

(k) City projects. The cost of enforcing state statutes, building code or the city's land development regulations on city related projects will be reimbursed based on the actual time spent in the processing, review and inspection of such projects. The payment will be due prior to issuance of the certificate of occupancy or completion for the project. Effective October 1, 2011, for any active permit applied for on or after February 1, 2010, fees shall be based on the permit fee schedule in place at the time of the permit application submittal, and should be paid accordingly.

(l) [Annual adjustment of rates.] The rates in appendix A pertaining to this division will be administratively adjusted annually to reflect increase(s) or decrease(s) in the Consumer Price Index for all urban consumers, CPI-U.

(m) Electronic concurrent plan processing. In order to create a more efficient permitting process, the building department will be implementing procedures to process plans electronically via an automated workflow. Once implemented, the department will request that applicants submit plans in an electronic format. If the applicant chooses to submit paper plans, the director, or his designee has the authority to invoice for reimbursement of the conversion of documents submitted to an electronic format.

(n) Phase permits. The Building Official is authorized by the Florida Building Code to provide early start approval. The holder of such permit shall proceed at the holder's own risk with the building construction and without assurance that a permit for the entire structure will be granted. A fee as specified in appendix A shall be paid for the public works department's review if necessary.

Sec. 98-94. - ~~Waiver~~ Building permits.

~~The fees charged pursuant to this Code may be refunded by the public works director subject to the following:~~

~~(1) No refunds shall be made on requests involving:~~

~~a. Permit fees of $100.00 or less; or~~

~~b. Permits revoked by the fire marshal or building official; or~~

~~c. Permits cancelled by court order; or~~

~~d. Permits which have expired; or~~

~~e. Permits under which work has commenced as evidenced by any recorded inspection having been made by the department.~~

~~(2) A full refund shall be granted to a permit holder who takes out a permit covering work outside the jurisdictional inspection area.~~

~~(3) A full refund, less the minimum up-front permit fee and any outside agency fees shall be granted to a permit applicant who requests a refund in writing, provided that no plan review has commenced.~~

~~A full refund, less $100.00 or the up-front permit fee, whichever amount is greater, rounded down to the nearest dollar, and any outside agency fees shall be grated to a permit applicant who requests a refund in writing, provided that a permit has not been issued.~~

~~A full refund, less $100.00 or the up-front fee, whichever amount is greater, rounded down to the nearest dollar, and any outside agency fees shall be granted to a permit holder (to whom a permit has been issued) who requests a refund in writing, provided:~~

~~a. That the permit holder makes a written request prior to the permit expiration date; and~~

~~b. That a validated copy of the permit be submitted with such request; and~~

~~c. That no work, as evidenced by any recorded inspection, has commenced under such permit.~~

(a) Up-front processing fee.

(1) When the building permit application is received, the applicant shall pay an "up front" processing fee as specified in appendix A.

(2) This processing fee is not refundable, but shall be credited toward the final building permit fee. The "up front" processing fee, after it is calculated, shall be rounded up to the nearest $5.00, with a minimum fee as specified in appendix A.

(b) Refunds, time limitations, cancellations, change of contractor. The fees charged pursuant to the schedule in appendix A, provided the same are for a permit required by Section 105.1 of the Florida Building Code, may be refunded by the building official subject to the following:

(1) No refunds shall be made on requests involving:

a. Permit fees of the minimum permit fee as specified in appendix A or less; or

b. Permits for which plans review has commenced; or

c. Permits revoked by the building official under authority granted by the Florida Building Code; or

d. Permits cancelled by court order; or d. Permits which have expired; or

e. Permits under which work has commenced as evidenced by any recorded inspection having been made by the department, unless the refund is due to an overcharge by the city.

(2) A full refund shall be granted to a permit holder who takes out a permit covering work outside the jurisdictional inspection area.

(3) A full refund less the minimum up-front permit fee and any outside agency fees shall be granted to a permit applicant who requests a refund in writing within one year of payment, provided that no plan review has commenced.

A full refund less the minimum permit fee as specified in appendix A or the up-front permit fee, whichever amount is greater, rounded down to the nearest dollar, and any outside agency fees shall be granted to a permit applicant who requests a refund in writing within one year of payment, provided that a permit has not been issued.

A full refund less the minimum permit fee as specified in appendix A or the up-front permit fee, whichever amount is greater, rounded down to the nearest dollar, and any outside agency fees shall be granted to a permit holder (to whom a permit has been issued) who requests a refund in writing within one year of payment, provided:

a. That the permit holder makes a written request prior to the permit expiration date; and

b. That no work as evidenced by any recorded inspection has commenced under such permit.

(4) Where the permit is revoked, or becomes null and void, or expires because of lack of work or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work, pursuant to Section 105.4.1.1 of the Florida Building Code. If no more than 180 days of the expiration date of the original permit has passed, and no refund has been made according to this section, the applicant may apply to renew the permit. The reapplication must be covering the same project and involving the same plans, and must be submitted with the plans and the applicant's validated copy of the original permit. A fee of 25 percent of the original permit fee, plus an additional processing fee equivalent to the minimum permit fee as specified in appendix A, shall be charged for a renewal under these circumstances.

For permits that have expired where the only missing component is one or more final inspections, the fee for reopening the permit, performing the final inspection(s), and providing a final approval on the permit shall be charged based on the minimum building permit fee.

(5) Every application submitted for permit will be evaluated and fees assessed accordingly whether it is for a master permit a standalone permit or a subcontract/trade subsidiary permit. All submittals will be assessed the fees as prescribed in appendix A, or the minimum permit fee, whichever is greater.

(c) Public Works Fees associated with a building permit are as specified in appendix A.

Sec. 98-95. - Certificates of occupancy or completion.

Certificate of occupancy or completion. In order to obtain temporary, or final occupancy or completion as required by the Florida Building Code, the following original fees shall be paid for the purpose of defraying the costs of processing the certificate, including any necessary inspections.

a. Final certificate of occupancy or completion. Certificate of occupancy or completion fees shall be as specified in appendix A.

b. Temporary certificate of occupancy or completion. Temporary certificate of occupancy or completion fees shall be as specified in appendix A. The certificate of occupancy or completion is the certificate of use for that facility for the first year of operation or part thereof.

Sec. 98-96. - Forty-year building recertification program.

There shall be a plan review and inspection fee for repairs or modifications to buildings as required by the 40-year building recertification program, pursuant to Miami-Dade County Code Chapter 8, Section 8-11(f).

Sec. 98-97. - Employee training, education, safety and technology enhancements.

A surcharge to building, electrical, mechanical, plumbing and demolition permits will be added for training, education and safety of the planning department employees, and to procure and implement the latest technologies available for enhancement of services provided by the department, according to the schedule specified in appendix A.

Sec. 98-98. - General information.

a. A separate fire safety, public works and/or zoning review fee associated with the building permit process shall be charged as outlined in appendix A.

b. Documents. Requests for copies of fire department records, inspection reports, logs, or similar documents maintained by the planning department will be charged a fee as specified in appendix A.

Sec. 98-99. - Interest.

The city is authorized to charge interest to any amount due when not paid by the due date. The interest rate shall be at the highest legal limit authorized by law, plus collection costs and attorneys' fees.

Sec. 98-100 - Waiver.

The director of public works shall waive the permit fee for all work or excavations performed by the United States, the state, the county, or any agency or instrumentality thereof, or any entity granted a franchise by the city whose permit fees are, by the terms of the franchise, deductible from the payments required by the franchise, whether this work is performed by employees of the agency, by the franchisee, or by a private firm, person or corporation under contract with the governmental agency or franchisee. However, such franchisee, governmental agency or private firm, person or corporation under contract therewith shall not be relieved of the responsibility for obtaining a permit for work or excavations subject to this article and shall otherwise comply with the provisions of this article.

SECTION 7. 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 8. 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 9. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 10. EFFECTIVE DATE.

This Ordinance shall take effect on April 1, 2016 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

_____ 11-23-15
City Attorney Date

First Reading: October 14, 2015
Second Reading: December 9, 2015

Underscore denotes new language
~~Strikethrough~~ denotes deleted language

[Sponsored by Commissioner Joy Malakoff]

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MIAMIBEACH

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 **Wednesday, December 9, 2015**, at the times listed, or as soon thereafter as the matter can be heard:

10:00 a.m.
An Ordinance Creating Section 118-8 Entitled "Notice Procedures" At Chapter 118, "Administration And Review Procedures," In Order To Consolidate And Standardize The Notice Provisions From The Various Subsections Of The Land Development Code In One Section; Amending And/Or Striking The Various Notice Provisions From Article II "Boards," Division 5 "Board Of Adjustment" At Section 118-134; Article IV "Conditional Use Procedure" At Section 118-193; Article VI "Design Review Procedures" At Section 118-254; Article X "Historic Preservation" Division 3 "Issuance Of Certificate Of Appropriateness/Certificate To Dig/Certificate Of Appropriateness For Demolition" At Section 118-563; And Division 4 "Designation" At Section 118-591; Providing For Repealer; Severability; Codification; And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

10:00 a.m.
An Ordinance Consolidating And Standardizing The Rehearing And Appeal Procedures, Including Administrative Appeals And Quasi-Judicial Applications Before Historic Preservation Board, Board Of Adjustment, Planning Board, And Design Review Board, By Amending The Following Sections: Chapter 118, "Administration And Review Procedures," At Section 118-9, Entitled "Appeal And Rehearing Procedures"; And Amending Article II "Boards" Division 3 "Design Review Board" At Section 118-71; Division 5 "Board Of Adjustment" At Sections 118-134, 118-136, 118-137, 118-138; Article IV "Conditional Use Procedure" At Sections 118-193, And 118-197; Article VI "Design Review Procedures" At Sections 118-258, 118-260, 118-261, 118-262, 118-263; Article VIII "Procedures For Variances And Administrative Appeals" At Sections 118-352 And 118-358; Article IX "Nonconformances" At Sections 118-395 And 118-397; Article X "Historic Preservation"; Division 2 "Historic Preservation Board Review Of Projects" At Sections 118-532, 118-536, And 118-537; Division 3 "Issuance Of Certificate Of Appropriateness/Certificate To Dig/Certificate Of Appropriateness For Demolition" At Sections 118-563, 118-564, 118-565; Division 5 "Single-Family Ad Valorem Tax Exemption" At Section 118-609; Chapter 142, "Zoning Districts And Regulations" At Article II "District Regulations," Division 2 "RS-1,RS-2, RS-3, RS-4 Single Family Residential Districts At Section 142-108 In Order To Remove Any Conflicts With Newly Created Section 118-9; Providing For Repealer; Severability; Codification; And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

10:05 a.m.
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, Florida; By Amending Chapter 114 Entitled "General Provisions," At Section 114-7; Chapter 118 Entitled "Administration And Review Procedures," Article I Entitled "In General", At Sections 118-3 And 118-6, Article III Entitled "Amendment Procedure", At Section 118-162, Article IV Entitled "Conditional Use Procedure," At Section 118-193 And 118-196, Article VI Entitled "Design Review Procedures," At Sections 118-253 And 118-255, Article VII Entitled "Division Of Land/Lot Split," At Section 118-321, Article VIII Entitled "Procedure For Variances And Administrative Appeals," At Sections 118-353 And 118-357, Article IX Entitled "Nonconformances," At Section 118-399, Article X Entitled "Historic Preservation," At Sections 118-562, 118-563, 118-564, And 118-591; Chapter 138, Entitled "Signs," At Sections 138-135 And 138-136; Chapter 142, Entitled "Zoning Districts And Regulations," At Section 142-108; And Further Amending Chapter 118, Entitled "Administration And Review Procedures," To Create Section 118-7 And 118-8; Updating And Consolidating The Sections Of The Land Development Regulations Requiring The Assessment Of Fees In Order To Improve Predictability, Transparency And Efficiency Of The Code; Providing For Repealer, Severability, Codification, And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550; the Building Department at 305.673.6868; the Fire Department at 305.673.7123 and/or the Public Works Department at 305.673.7080.*

10:05 a.m.
An Ordinance Amending The Code Of The City Of Miami Beach, Florida, Amending Appendix A, "Fee Schedule" To Revise Building, Fire, Planning, And Public Works Fees Charged For Services Related To Land Development And Permitting; Providing For Repealer, Severability, Codification, And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550; the Building Department at 305.673.6868; the Fire Department at 305.673.7123 and/or the Public Works Department at 305.673.7080.*

10:05 a.m.
An Ordinance Amending Chapter 14, "Building Regulations," Division 2, "Permit Fees," At Sections 14-61, 14-62, 14-66, 14-67, 14-68, 14-70, And 14-72; Chapter 15, "Zoning Review Fee Associated With The Building Permit Process," Article II, "Zoning Review Fees Associated With The Building Permit Process," At Sections 15-31, 15-32, 15-33, 15-34, 15-35, 15-36, And 15-37; Chapter 50, "Fire Prevention And Protection," At Sections 50-3, 50-4, 50-5, 50-6, 50-7, And 50-8; Chapter 66, "Marine Structures, Facilities And Vehicles," Article III, "Piers, Docks And Boat Ramps," At Section 66-114; Chapter 86, "Sales," Division 2, "Permit," At Section 86-56; Chapter 98, "Streets And Sidewalks," Article III, "Excavations," Division 2, "Permit," At Sections 98-93 And 98-94; Further Amending Chapter 50, "Fire Prevention And Protection," To Create Sections 50-9, 50-10, 50-11, 50-12, 50-13, 50-14, And 50-15; Chapter 98, "Streets And Sidewalks," Article III, "Excavations," Division 2, "Permit," To Create Sections 98-95, 98-96, 98-97, 98-98, 98-99, And 98-100; Updating And Consolidating The Sections Of The City Code Of Ordinances That Require The Assessment Of Fees For Permitting Services In Order To Improve Predictability, Transparency And Efficiency Of The Code; Providing For Repealer, Severability, Codification, And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550; the Building Department at 305.673.6868; the Fire Department at 305.673.7123 and/or the Public Works Department at 305.673.7080.*

10:10 a.m.
An Ordinance Amending Chapter 46 Of The Code Of The City Of Miami Beach, Entitled "Environment," By Amending Article III, Entitled "Litter," By Amending Division 1, Entitled "Generally," By Amending Section 46-92 To Amend The Enforcement And Penalty Provisions For Violations Of Subsections (b), (c), (d), And (e), By Increasing Penalties For Violations Of Subsections (b), (c), (d), And (e), And Imposing Criminal Penalties For Violations Of Subsection (b) On Beaches, Parks, Marinas, Piers, Docks, And Boat Ramps; To Amend Provisions In Subsections (l) And (m) Regarding Appeals From Violations; And To Amend The Provisions In Subsection (m) Regarding Liens For Unpaid Fines; And Providing For Repealer, Severability, Codification, And An Effective Date. *Inquiries may be directed to the Environment & Sustainability Department at 305.673.7010.*

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

Ad 1104

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Condensed Title:

Second Reading Of 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 Amending Article III, Entitled "Litter," By Amending Division 1, Entitled "Generally," By Amending Section 46-92 To Amend The Enforcement And Penalty Provisions For Violations Of Subsections (B), (C), (D), And (E), By Increasing Penalties For Violations Of Subsections (B), (C), (D), And (E), And Imposing Criminal Penalties For Violations Of Subsection (B) On Beaches, Parks, Marinas, Piers, Docks, and Boat Ramps; To Amend Provisions In Subsections (L) And (M) Regarding Appeals From Violations; And To Amend The Provisions In Subsection (M) Regarding Liens For Unpaid Fines; And Providing For Repealer, Severability, Codification, And An Effective Date.

Key Intended Outcome Supported:

Enhance the Environmental Sustainability of the Community.

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

Item Summary/Recommendation:

SECOND READING

Miami Beach is a barrier island with approximately 70 miles of shoreline along numerous canals and waterways, including the Biscayne Bay Aquatic Preserve. The waters surrounding the City support a wide variety of flora and fauna. The environmental impact of litter is particularly harmful on the City's beaches, parks, marinas, piers, docks, and boat ramps, because of the likelihood of litter entering the City's canals and waterways, as well as the Atlantic Ocean and Biscayne Bay Aquatic Preserve. Debris floating in urban waterways and concentrated along the banks of our waterways and beaches also has social impacts.

The proposed Ordinance amends Chapter 46 of the City Code by amending Section 46-92 to increase the fines and penalties for violations related to litter. The intent of these proposed increases is to change negative behavior and deter future violations in order to safeguard and improve the environment and community well-being Pursuant to the request of the City Commission at its meeting on September 2, 2015, Staff has developed two alternatives, in addition to the Ordinance passed on first reading, for the enforcement and penalty provisions of Section 46-92. Specifically, the City Commission requested alternatives for the enforcement and penalty provisions relating to litter violations that take place on a beach or park within the City, or on a City marina, pier, dock, or boat ramp. Alternatives A and B are described below.

Alternative A: For litter violations that take place on a beach or park within the City, or on a city marina, pier, dock, or boat ramp, the civil fines and penalties would be as follows: First offense within a 12-month period: $1,500.00 civil fine; Second offense within a 12-month period: $2,500.00 civil fine; and, a third or subsequent offense within a 12-month period shall be a second degree misdemeanor punishable by imposition of a fine not to exceed $500.00, or by imprisonment not to exceed 60 days, or both. Alternative B: For litter violations that take place on a beach or park within the City, or on a city marina, pier, dock, or boat ramp, the civil fines would be as follows: First offense within a 12-month period: $1,500.00 civil fine; Second offense within a 12-month period: $2,500.00 civil fine; and Third or subsequent offense within a 12-month period: $3,500.00 civil fine.

The proposed Ordinance has been referred by Commissioner Michael Grieco. The Administration recommends that the City Commission review the two proposed Enhanced Litter Fines Ordinance alternatives and determine which, if any to adopt.

Advisory Board Recommendation:

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
SMT	JLM

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MIAMIBEACH

AGENDA ITEM R5C

DATE 12-9-15

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: December 9, 2015 **SECOND READING – PUBLIC HEARING**

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 AMENDING ARTICLE III, ENTITLED "LITTER," BY AMENDING DIVISION 1, ENTITLED "GENERALLY," BY AMENDING SECTION 46-92 TO AMEND THE ENFORCEMENT AND PENALTY PROVISIONS FOR VIOLATIONS OF SUBSECTIONS (B), (C), (D), AND (E), BY INCREASING PENALTIES FOR VIOLATIONS OF SUBSECTIONS (B), (C), (D), AND (E), AND IMPOSING CRIMINAL PENALTIES FOR VIOLATIONS OF SUBSECTION (B) ON BEACHES, PARKS, MARINAS, PIERS, DOCKS, AND BOAT RAMPS; TO AMEND PROVISIONS IN SUBSECTIONS (L) AND (M) REGARDING APPEALS FROM VIOLATIONS; AND TO AMEND THE PROVISIONS IN SUBSECTION (M) REGARDING LIENS FOR UNPAID FINES; AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission approve the Ordinance on second reading.

BACKGROUND

On September 2, 2015, the City Commission passed this Ordinance on first reading. The City Commission requested that alternative enforcement options be presented at the next meeting, specifically with regard to litter violations that take place on a beach or park within the City, or on a City marina, pier, dock, or boat ramp. On October 14, 2015, the item was continued to December 9, 2015.

The waters surrounding the City support a wide variety of flora and fauna. The impact of litter and chemicals in the waterways on marine life can be devastating. For example, plastic bags and plastic wrap can asphyxiate marine animals and fish. Trash, such as cigarettes and silicon packets, can also make animals sick or kill them. As such, it is especially critical that the City limit pollutants from entering its vast system of interconnected waterways and sensitive marine habitats.

Pollution from litter, which includes debris floating in urban waterways and concentrated along the banks of our waterways and beaches, has significant social impacts. Accumulated litter can clog stormwater drains and cause flooding in the urban environment. Visible litter also reduces the visual

attractiveness of our City, degrades the quality of life for our residents and visitors, and reduces the recreational value of our natural environment. It decreases the desirability of our neighborhoods, which can reduce property values and result in economic decay. Economic decay is associated with apathy and crime, which in turn, decreases the overall quality of life in the community.

The City has taken a number of steps to reduce litter including restricting the sale and use of polystyrene products; prohibiting litter in all public areas; prohibiting the use of glass or metal bottles on our beaches, marinas, piers, docks, boat ramps and in parks; requiring that restaurants have garbage containers that are maintained in a clean and sanitary condition; and, prohibiting the use of leaf blowers to sweep litter onto public property.

The proposed Ordinance amends Chapter 46 of the City Code by amending Section 46-92 to increase the fines and penalties for violations related to litter. The intent of these proposed increases in fines and penalties is to discourage negative behavior in order to improve and protect the City's environment and community wellbeing.

Pursuant to the request of the City Commission at its meeting on September 2, 2015, Staff has developed two alternatives, in addition to the Ordinance passed on first reading, for the enforcement and penalty provisions of Section 46-92. Specifically, the City Commission requested alternatives for the enforcement and penalty provisions relating to litter violations that take place on a beach or park within the City, or on a City marina, pier, dock, or boat ramp.

The original proposed Ordinance, which the City Commission adopted on first reading on September 2, 2015, is set for second reading on October 14, 2015. Alternatives A and B to Section 46-92(f) are described below.

Alternative A

For litter violations that take place on a beach or park within the City, or on a city marina, pier, dock, or boat ramp, the civil fines and penalties would be as follows:

a. First offense within a 12-month period: $1,500.00 civil fine;
b. Second offense within a 12-month period: $2,500.00 civil fine; and
c. A third or subsequent offense within a 12-month period shall be a second degree misdemeanor punishable by imposition of a fine not to exceed $500.00, or by imprisonment not to exceed 60 days, or both.

Alternative B

For litter violations that take place on a beach or park within the City, or on a city marina, pier, dock, or boat ramp, the civil fines would be as follows:

a. First offense within a 12-month period: $1,500.00 civil fine;
b. Second offense within a 12-month period: $2,500.00 civil fine; and
c. Third or subsequent offense within a 12-month period: $3,500.00 civil fine.

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. Code Compliance will maintain its current litter enforcement level, and thus, there will be no need for additional staffing or any additional fiscal impact. The Police Department has reviewed the Ordinance and determined that there is no fiscal impact to their department.

CONCLUSION

The Administration recommends that the City Commission review the three proposed Enhanced Litter Fines Ordinance options and determine which, if any, to adopt.

Attachment: A – Enhanced Litter Fines Ordinance Alternative A
B – Enhanced Litter Fines Ordinance Alternative B

SMT/ESW/NK

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ALTERNATIVE "A" FOR SECTION 46-92(f)

SECTION 1. That Section 46-92 of Division 1 of Article III of Chapter 46 of the Code of the City Miami Beach is hereby amended as follows:

CHAPTER 46

ENVIRONMENT

* * *

ARTICLE III. Litter

DIVISION 1. Generally

* * *

Sec. 46-92. Litter; definitions; prohibitions on litter; penalties for litter and commercial handbill violations; commercial handbill regulations, fines, and rebuttable presumptions; seizure and removal of litter by the city; enforcement; appeals; liens.

* * *

(f) *Penalties for violations.* The following ~~civil~~ fines and penalties shall be imposed for violations of this section, except as provided in subsection (h) below:

(1) For violations of subsection (c):

a. First offense within a 12-month period: ~~$50.00~~ $100.00 civil fine.

~~(2)~~ b. Second offense within a 12-month period: ~~$100.00~~ $200.00 civil fine.

~~(3)~~ c. Third or subsequent offense within a 12-month period: $500.00 civil fine.

(2) For violations of subsection (b) that take place anywhere other than a beach or park within the City, or a City marina, pier, dock, or boat ramp, or for violations of subsections (d) or (e):

a. First offense within a 12-month period: $1,000.00 civil fine.

b. Second offense within a 12-month period: $2,000.00 civil fine.

c. Third or subsequent offense within a 12-month period: $3,000.00 civil fine.

(3) ~~A violation~~For violations of subsection (b) that take~~s~~ place on a beach or park within the City, or on a City marina, pier, dock, or boat ramp~~, shall be a second degree misdemeanor punishable by imposition of a fine not to exceed $500.00, or by imprisonment not to exceed 60 days, or both.~~:

a. First offense within a 12-month period: $1,500.00 civil fine;

b. Second offense within a 12-month period: $2,500.00 civil fine; and

c. A third or subsequent offense within a 12-month period shall be a second degree misdemeanor punishable by imposition of a fine not to exceed $500.00, or by imprisonment not to exceed 60 days, or both.

(4) In lieu of a civil fine, the special master may accept voluntary community service removing litter in the city equivalent to one hour of community service for each ~~$5.00~~ $50.00 of an imposed civil fine. If the community service is not completed within six months of an adjudication of guilt, the fine shall be reinstated.

(k) *Removal of litter by the city.* The city may cause the removal, at the violator's expense, of all litter distributed or placed in violation of this section.

(l) *Enforcement by code compliance officers; notice of violation.* ~~If~~ Except as to subsection (f)(3)(c) herein, which shall be enforced by the police department, if a code compliance officer (which, as defined in section 70-66, includes a police officer) finds a violation of this article, such code compliance officer shall issue a notice of violation ~~to the violator as provided in chapter 30~~. The notice shall inform the violator of the nature of the violation, amount of fine for which the violator may be liable, instructions and due date for paying the fine, notice that the violation may be appealed by requesting an administrative hearing within ~~20~~ 10 days after service of the notice of violation, and that failure to do so shall constitute an admission of the violations and waiver of the right to a hearing.

* * *

ALTERNATIVE "B" FOR SECTION 46-92(f)

SECTION 1. That Section 46-92 of Division 1 of Article III of Chapter 46 of the Code of the City Miami Beach is hereby amended as follows:

CHAPTER 46

ENVIRONMENT

* * *

ARTICLE III. Litter

DIVISION 1. Generally

* * *

Sec. 46-92. Litter; definitions; prohibitions on litter; penalties for litter and commercial handbill violations; commercial handbill regulations, fines, and rebuttable presumptions; seizure and removal of litter by the city; enforcement; appeals; liens.

* * *

(f) *Penalties for violations.* The following ~~civil~~ fines ~~and penalties~~ shall be imposed for violations of this section, except as provided in subsection (h) below:

(1) For violations of subsection (c):

a. First offense within a 12-month period: ~~$50.00~~ $100.00 civil fine.

~~(2)~~ b. Second offense within a 12-month period: ~~$100.00~~ $200.00 civil fine.

~~(3)~~ c. Third or subsequent offense within a 12-month period: $500.00 civil fine.

(2) For violations of subsection (b) that take place anywhere other than a beach or park within the City, or a City marina, pier, dock, or boat ramp, or for violations of subsections (d) or (e):

a. First offense within a 12-month period: $1,000.00 civil fine.

b. Second offense within a 12-month period: $2,000.00 civil fine.

c. Third or subsequent offense within a 12-month period: $3,000.00 civil fine.

(3) ~~A violation~~For violations of subsection (b) that take~~s~~ place on a beach or park within the City, or on a City marina, pier, dock, or boat ramp~~, shall be a second degree misdemeanor punishable by imposition of a fine not to exceed $500.00, or by imprisonment not to exceed 60 days, or both.~~:

a. First offense within a 12-month period: $1,500.00 civil fine;

b. Second offense within a 12-month period: $2,500.00 civil fine; and

c. Third or subsequent offense within a 12-month period: $3,500.00 civil fine.

(4) In lieu of a civil fine, the special master may accept voluntary community service removing litter in the city equivalent to one hour of community service for each ~~$5.00~~ $50.00 of an imposed civil fine. If the community service is not completed within six months of an adjudication of guilt, the fine shall be reinstated.

(k) *Removal of litter by the city.* The city may cause the removal, at the violator's expense, of all litter distributed or placed in violation of this section.

(l) *Enforcement by code compliance officers; notice of violation.* ~~If~~ ~~Except as to subsection (f)(3) herein, which shall be enforced by the police department, if~~ If a code compliance officer (which, as defined in section 70-66, includes a police officer) finds a violation of this article, such code compliance officer shall issue a notice of violation ~~to the violator as provided in chapter 30~~. The notice shall inform the violator of the nature of the violation, amount of fine for which the violator may be liable, instructions and due date for paying the fine, notice that the violation may be appealed by requesting an administrative hearing within ~~20~~ 10 days after service of the notice of violation, and that failure to do so shall constitute an admission of the violations and waiver of the right to a hearing.

* * *

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 AMENDING ARTICLE III, ENTITLED "LITTER," BY AMENDING DIVISION 1, ENTITLED "GENERALLY," BY AMENDING SECTION 46-92 TO AMEND THE ENFORCEMENT AND PENALTY PROVISIONS FOR VIOLATIONS OF SUBSECTIONS (B), (C), (D), AND (E), BY INCREASING PENALTIES FOR VIOLATIONS OF SUBSECTIONS (B), (C), (D), AND (E), AND IMPOSING CRIMINAL PENALTIES FOR VIOLATIONS OF SUBSECTION (B) ON BEACHES, PARKS, MARINAS, PIERS, DOCKS, AND BOAT RAMPS; TO AMEND PROVISIONS IN SUBSECTIONS (L) AND (M) REGARDING APPEALS FROM VIOLATIONS; AND TO AMEND THE PROVISIONS IN SUBSECTION (M) REGARDING LIENS FOR UNPAID FINES; AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach ("City"), a world-renowned tourist destination, known for its miles of beautiful beaches, 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 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 the Biscayne Bay Aquatic Preserve, all of which support a wide variety of flora and fauna; and

WHEREAS, the visual and sanitary blight caused by litter detracts from the City's quality of life and negatively impacts the City's residents, visitors, and businesses; and

WHEREAS, the environmental impact of litter is particularly harmful on the City's beaches, parks, marinas, piers, docks, and boat ramps, because of the likelihood of litter entering the City's canals and waterways, as well as the Atlantic Ocean and the Biscayne Bay Aquatic Preserve; and

WHEREAS, litter accumulates in and obstructs the City's stormwater management infrastructure; and

WHEREAS, Section 46-92 of the City Code prohibits, among other things, littering on public or private property; carrying glass or metal bottles or containers onto beaches within the City; carrying any expanded polystyrene product onto any beach or park within the City, or onto any City marina, pier, dock, or boat ramp; the provision of plastic straws by businesses to patrons on any beach within the City; and the use of leaf blowers or any other means to cause litter on public or private property; and

WHEREAS, Section 46-92 also requires restaurants with take-out service to have up to four garbage containers in front of and within 50 feet in each direction of the premises; and

WHEREAS, as an environmental leader among local governments in the State of Florida, the City, by virtue of this Ordinance, will strengthen its litter and environmental protection laws by increasing penalties for violations of Section 46-92, and imposing criminal penalties for litter violations on a beach or park within the City, or on a City marina, pier, dock, or boat ramp; 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 Section 46-92 of Division 1 of Article III of Chapter 46 of the Code of the City Miami Beach is hereby amended as follows:

CHAPTER 46

ENVIRONMENT

* * *

ARTICLE III. Litter

DIVISION 1. Generally

* * *

Sec. 46-92. Litter; definitions; prohibitions on litter; penalties for litter and commercial handbill violations; commercial handbill regulations, fines, and rebuttable presumptions; seizure and removal of litter by the city; enforcement; appeals; liens.

(a) *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:

(1) *Benefactor* means the owner of the business advertised in the commercial handbill whose agent, employee, contractor, promoter, or other representative did or caused the throwing, discarding, placing or depositing.

(2) *Business* means any commercial or industrial activity, entity, or event in or for which any goods or services are made, sold or offered for sale or other consideration, pecuniary or otherwise.

(3) *Handbill* means any handbill, flyer, paper, document, dodger, circular, folder, booklet, letter, card, pamphlet, sheet, poster, sticker, banner, notice or other written, printed or painted matter or object that conveys any information, except that "handbill" shall not include a newspaper or its contents.

(4) *Commercial handbill* means any handbill that conveys any information about any good or service provided by a business.

(5) *Litter* means any paper, handbill, commercial handbill, garbage, bottle caps, chewing gum, tobacco products, including, but not limited to, used and unused

cigarettes, cigars, pipe or chewing tobacco, polystyrene or plastic products, or other waste, including, but not limited to, tree, plant, and grass cuttings, leaves, or other yard maintenance debris, that has been placed or deposited on a public sidewalk, street, road, avenue, beach, swale, median, building, fence, wall, boardwalk, beachwalk, baywalk, cutwalk, park, or in a gutter, drain, or sewer, or on any other public property, right-of-way or place, or on any object located on public property, or on the kneewall, window ledge or sill of any public or private building, or on a motor vehicle, or on any other type of private real or personal property. Handbills and commercial handbills attached to a trash receptacle, but not within the trash receptacle in the usual manner, shall also be considered litter.

(6) *One day* means a 24-hour period from noon to noon.

(7) *Person, benefactor, or owner* include, within their respective meanings, either an individual or an entity.

(8) Right-of-way means and includes, but is not limited to, any state, county, or city-owned public street, sidewalk, street corner, curb, bicycle path, or pedestrian walkway.

(9) *Polystyrene* means a thermoplastic polymer comprised of at least 80 percent styrene or para-methylstyrene by weight.

(10) *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).

(b) *Litter prohibited.* It shall be unlawful for any person or benefactor to throw, discard, place or deposit, or cause to be thrown, discarded, placed, or deposited, litter in any manner or amount whatsoever in or on any public highway, sidewalk, road, street, alley, thoroughfare, beach, park, baywalk, beachwalk, cutwalk, sidewalk cafe areas, or any other public place, except in containers or areas lawfully provided therefor. It shall be unlawful for any person to throw, discard, place or deposit any garbage, cans, bottles or containers in or on any freshwater lakes, rivers, streams, canals, or tidal or coastal waters within the city. In addition, it shall be unlawful for any person to throw, discard, place or deposit litter in any manner or amount whatsoever on any private real or personal property, including, but not limited to, sidewalk cafe furniture and fixtures, unless prior consent of the owner has been given and unless such litter will not cause a public nuisance or be in violation of any other state or local laws, rules or regulations.

(c) *Prohibitions on beaches, marinas, piers, docks, boat ramps, and in 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 onto any city marina, pier, dock, or boat ramp, or for any business to provide plastic

straws with the service or delivery of any beverage to patrons on any beach within the city.

(d) *Prohibitions on causing litter in sewers and on public and private property.* It shall be unlawful for any person to use leaf blowers, or any other means, to sweep, cast or throw, or cause to be cast or thrown, or discarded into any of the gutters, drains, sewers, or public rights-of-way within the city, or upon any adjacent public or private real or personal property, any garbage, litter, paper, handbill, trash, tree, plant, or grass cuttings, leaves, yard maintenance debris, or other objects or substances.

(e) *Garbage container requirements for restaurants.* All restaurants with take-out service shall have up to four garbage containers, as need requires, based on the determination of the city manager or his designee. The containers shall be located in front of and within 50 feet in each direction of the premises at locations approved by the city manager or his designee. These containers shall be kept in clean and sanitary condition at all times and shall be emptied daily or more frequently if necessary to prevent overflowing. The garbage containers required by this section are in addition to those required by chapter 90 of this Code.

(f) *Penalties for violations.* The following ~~civil~~ fines and penalties shall be imposed for violations of this section, except as provided in subsection (h) below:

(1) For violations of subsection (c):

a. First offense within a 12-month period: ~~$50.00~~ $100.00 civil fine.

~~(2)~~ b. Second offense within a 12-month period: ~~$100.00~~ $200.00 civil fine.

~~(3)~~ c. Third or subsequent offense within a 12-month period: $500.00 civil fine.

(2) For violations of subsection (b) that take place anywhere other than a beach or park within the City, or a City marina, pier, dock, or boat ramp, or for violations of subsections (d) or (e):

a. First offense within a 12-month period: $1,000.00 civil fine.

b. Second offense within a 12-month period: $2,000.00 civil fine.

c. Third or subsequent offense within a 12-month period: $3,000.00 civil fine.

(3) A violation of subsection (b) that takes place on a beach or park within the City, or on a City marina, pier, dock, or boat ramp, shall be a second degree misdemeanor punishable by imposition of a fine not to exceed $500.00, or by imprisonment not to exceed 60 days, or both.

(4) In lieu of a civil fine, the special master may accept voluntary community service removing litter in the city equivalent to one hour of community service for each ~~$5.00~~ $50.00 of an imposed civil fine. If the community service is not completed within six months of an adjudication of guilt, the fine shall be reinstated.

* * *

(k) *Removal of litter by the city.* The city may cause the removal, at the violator's expense, of all litter distributed or placed in violation of this section.

(l) *Enforcement by code compliance officers; notice of violation.* ~~If~~ Except as to subsection (f)(3) herein, which shall be enforced by the police department, if a code compliance officer (which, as defined in section 70-66, includes a police officer) finds a violation of this article, such code compliance officer shall issue a notice of violation ~~to the violator as provided in chapter 30~~. The notice shall inform the violator of the nature of the violation, amount of fine for which the violator may be liable, instructions and due date for paying the fine, notice that the violation may be appealed by requesting an administrative hearing within ~~20~~ 10 days after service of the notice of violation, and that failure to do so shall constitute an admission of the violations and waiver of the right to a hearing.

(m) *Rights of violators; payment of fine; right to appeal; failure to pay civil fine or to appeal.*

(1) A violator who has been served with a civil notice of violation shall elect either to:

a. Pay the civil fine in the manner indicated on the notice; or

b. Request an administrative hearing before a special master ~~appointed by the city commission upon recommendation of the city manager~~ to appeal the ~~decision of the code compliance officer which resulted in the issuance of the~~ notice of violation, which hearing must be requested within ten (10) days of service 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 ~~102-384 and 102-385~~ 30-72 and 30-73 of the City Code.

(3) ~~If the named violator after notice 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 code compliance officer. Failure of the named violator to appeal the decision of the code compliance officer within the prescribed time period~~ The 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 administrative hearing before the special master~~. A waiver of the right to an administrative hearing~~, and shall be treated as an admission of the violation, ~~and~~ for which fines and penalties may be assessed accordingly.

(4) Any party aggrieved by ~~the~~ a decision of the special master may appeal ~~the~~ that decision ~~in accordance with law~~ to a court of competent jurisdiction.

(5) 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.

(6) Other than the option to accept voluntary community service in lieu of a civil fine pursuant to subsection (f)(4), the special master shall not have discretion to alter the penalties prescribed in subsections (f)(1) or (f)(2).

(n) *Recovery of unpaid fines; unpaid fines to constitute a lien; foreclosure.*

(1) The city may institute proceedings in a court of competent jurisdiction to compel payment of civil fines.

(2) A certified copy of an order imposing a civil fine may be recorded in the public records and thereafter shall constitute a lien upon any other real or personal property owned by the violator, ~~and it~~ 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 two months from the filing~~ 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.

(o) *Planning board authority.* Nothing in this article shall limit or restrict any condition or limitation imposed by the planning board.

(p) *Injunctive relief.* As an additional means of enforcement, the city may seek injunctive relief and/or follow procedures to revoke a business tax receipt and/or certificate of use as set forth in chapters 14, 18 and 102 of the City Code when there are more than three offenses by the same violator within a calendar year.

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 — Date 8/27/15

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630

MIAMIBEACH

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 **Wednesday, December 9, 2015**, at the times listed, or as soon thereafter as the matter can be heard:

10:00 a.m.
An Ordinance Creating Section 118-8 Entitled "Notice Procedures" At Chapter 118, "Administration And Review Procedures," In Order To Consolidate And Standardize The Notice Provisions From The Various Subsections Of The Land Development Code In One Section; Amending And/Or Striking The Various Notice Provisions From Article II "Boards," Division 5 "Board Of Adjustment" At Section 118-134; Article IV "Conditional Use Procedure" At Section 118-193; Article VI "Design Review Procedures" At Section 118-254; Article X "Historic Preservation" Division 3 "Issuance Of Certificate Of Appropriateness/Certificate To Dig/Certificate Of Appropriateness For Demolition" At Section 118-563; And Division 4 "Designation" At Section 118-591; Providing For Repealer; Severability; Codification; And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

10:00 a.m.
An Ordinance Consolidating And Standardizing The Rehearing And Appeal Procedures, Including Administrative Appeals And Quasi-Judicial Applications Before Historic Preservation Board, Board Of Adjustment, Planning Board, And Design Review Board, By Amending The Following Sections: Chapter 118, "Administration And Review Procedures," At Section 118-9, Entitled "Appeal And Rehearing Procedures"; And Amending Article II "Boards" Division 3 "Design Review Board" At Section 118-71; Division 5 "Board Of Adjustment" At Sections 118-134, 118-136, 118-137, 118-138; Article IV "Conditional Use Procedure" At Sections 118-193, And 118-197; Article VI "Design Review Procedures" At Sections 118-258, 118-260, 118-261, 118-262, 118-263; Article VIII "Procedures For Variances And Administrative Appeals" At Sections 118-352 And 118-358; Article IX "Nonconformances" At Sections 118-395 And 118-397; Article X "Historic Preservation"; Division 2 "Historic Preservation Board Review Of Projects" At Sections 118-532, 118-536, And 118-537; Division 3 "Issuance Of Certificate Of Appropriateness/Certificate To Dig/Certificate Of Appropriateness For Demolition" At Sections 118-563, 118-564, 118-565; Division 5 "Single-Family Ad Valorem Tax Exemption" At Section 118-609; Chapter 142, "Zoning Districts And Regulations" At Article II "District Regulations," Division 2 "RS-1,RS-2, RS-3, RS-4 Single Family Residential Districts At Section 142-108 In Order To Remove Any Conflicts With Newly Created Section 118-9; Providing For Repealer; Severability; Codification; And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

10:05 a.m.
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, Florida; By Amending Chapter 114 Entitled "General Provisions," At Section 114-7; Chapter 118 Entitled "Administration And Review Procedures," Article I Entitled "In General", At Sections 118-3 And 118-6, Article III Entitled "Amendment Procedure", At Section 118-162, Article IV Entitled "Conditional Use Procedure," At Section 118-193 And 118-196, Article VI Entitled "Design Review Procedures," At Sections 118-253 And 118-255, Article VII Entitled "Division Of Land/Lot Split," At Section 118-321, Article VIII Entitled "Procedure For Variances And Administrative Appeals," At Sections 118-353 And 118-357, Article IX Entitled "Nonconformances," At Section 118-399, Article X Entitled "Historic Preservation," At Sections 118-562, 118-563, 118-564, And 118-591; Chapter 138, Entitled "Signs," At Sections 138-135 And 138-136; Chapter 142, Entitled "Zoning Districts And Regulations," At Section 142-108; And Further Amending Chapter 118, Entitled "Administration And Review Procedures," To Create Section 118-7 And 118-8; Updating And Consolidating The Sections Of The Land Development Regulations Requiring The Assessment Of Fees In Order To Improve Predictability, Transparency And Efficiency Of The Code; Providing For Repealer, Severability, Codification, And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550; the Building Department at 305.673.6868; the Fire Department at 305.673.7123 and/or the Public Works Department at 305.673.7080.*

10:05 a.m.
An Ordinance Amending The Code Of The City Of Miami Beach, Florida, Amending Appendix A, "Fee Schedule" To Revise Building, Fire, Planning, And Public Works Fees Charged For Services Related To Land Development And Permitting; Providing For Repealer, Severability, Codification, And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550; the Building Department at 305.673.6868; the Fire Department at 305.673.7123 and/or the Public Works Department at 305.673.7080.*

10:05 a.m.
An Ordinance Amending Chapter 14, "Building Regulations," Division 2, "Permit Fees," At Sections 14-61, 14-62, 14-66, 14-67, 14-68, 14-70, And 14-72; Chapter 15, "Zoning Review Fee Associated With The Building Permit Process," Article II, "Zoning Review Fees Associated With The Building Permit Process," At Sections 15-31, 15-32, 15-33, 15-34, 15-35, 15-36, And 15-37; Chapter 50, "Fire Prevention And Protection," At Sections 50-3, 50-4, 50-5, 50-6, 50-7, And 50-8; Chapter 66, "Marine Structures, Facilities And Vehicles," Article III, "Piers, Docks And Boat Ramps," At Section 66-114; Chapter 86, "Sales," Division 2, "Permit," At Section 86-56; Chapter 98, "Streets And Sidewalks," Article III, "Excavations," Division 2, "Permit," At Sections 98-93 And 98-94; Further Amending Chapter 50, "Fire Prevention And Protection," To Create Sections 50-9, 50-10, 50-11, 50-12, 50-13, 50-14, And 50-15; Chapter 98, "Streets And Sidewalks," Article III, "Excavations," Division 2, "Permit," To Create Sections 98-95, 98-96, 98-97, 98-98, 98-99, And 98-100; Updating And Consolidating The Sections Of The City Code Of Ordinances That Require The Assessment Of Fees For Permitting Services In Order To Improve Predictability, Transparency And Efficiency Of The Code; Providing For Repealer, Severability, Codification, And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550; the Building Department at 305.673.6868; the Fire Department at 305.673.7123 and/or the Public Works Department at 305.673.7080.*

10:10 a.m.
An Ordinance Amending Chapter 46 Of The Code Of The City Of Miami Beach, Entitled "Environment," By Amending Article III, Entitled "Litter," By Amending Division 1, Entitled "Generally," By Amending Section 46-92 To Amend The Enforcement And Penalty Provisions For Violations Of Subsections (b), (c), (d), And (e), By Increasing Penalties For Violations Of Subsections (b), (c), (d), And (e), And Imposing Criminal Penalties For Violations Of Subsection (b) On Beaches, Parks, Marinas, Piers, Docks, And Boat Ramps; To Amend Provisions In Subsections (l) And (m) Regarding Appeals From Violations; And To Amend The Provisions In Subsection (m) Regarding Liens For Unpaid Fines; And Providing For Repealer, Severability, Codification, And An Effective Date. *Inquiries may be directed to the Environment & Sustainability Department at 305.673.7010.*

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

Ad 1104

MIAMIBEACH

OFFICE OF THE CITY ATTORNEY

RAUL AGUILA, CITY ATTORNEY

COMMISSION MEMORANDUM

TO: MAYOR PHILIP LEVINE
MEMBERS OF THE CITY COMMISSION
JIMMY L. MORALES, CITY MANAGER

SECOND READING
PUBLIC HEARING

FROM: RAUL J. AGUILA, CITY ATTORNEY

DATE: DECEMBER 9, 2015

SUBJECT: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 82 OF THE CODE OF THE CITY OF MIAMI BEACH, ENTITLED "PUBLIC PROPERTY," BY AMENDING ARTICLE IV, ENTITLED "USES IN PUBLIC RIGHTS-OF-WAY," BY AMENDING DIVISION 5, ENTITLED "SIDEWALK CAFES," BY AMENDING SUBDIVISION II, ENTITLED "PERMIT," BY AMENDING SECTION 82-381 THEREOF, ENTITLED "PERMITTED AREAS; CONDITIONAL PERMIT; CITY MANAGER'S RIGHT TO REMOVE SIDEWALK CAFES," BY REQUIRING DISPLAY OF PRICES FOR FOOD AND DRINK MENU ITEMS OR ANY FOOD AND DRINK MENU SPECIALS, AND ESTABLISHING A NOTICE PROVISION TO CUSTOMERS REGARDING ANY AUTOMATIC GRATUITY OR SERVICE CHARGE BY THE OPERATOR OF THE SIDEWALK CAFÉ; BY AMENDING SECTION 82-382 THEREOF, ENTITLED "APPLICATION," MANDATING THAT A SIDEWALK CAFÉ APPLICATION BE DENIED FOR FAILURE TO HAVE FOOD AND DRINK MENUS WHICH INCLUDES PRICES FOR FOOD AND DRINK MENU ITEMS, FOOD AND DRINK MENU SPECIALS, OR NOTIFICATION OF ANY AUTOMATIC GRATUITY OR SERVICE CHARGE IMPOSED BY THE SIDEWALK CAFÉ OPERATOR; BY AMENDING SECTION 82-385 THEREOF, ENTITLED "MINIMUM STANDARDS, CRITERIA, AND CONDITIONS FOR OPERATION OF SIDEWALK CAFES," BY PROHIBITING A SIDEWALK CAFÉ TO OPERATE WITHOUT FOOD AND DRINK MENUS WHICH SHOW THE PRICING FOR ANY FOOD AND DRINK MENU ITEM OR FOOD AND DRINK MENU SPECIAL, AND FAIL TO NOTIFY CUSTOMERS OF ANY AUTOMATIC GRATUITY OR SERVICE CHARGE IMPOSED BY THE SIDEWALK CAFÉ OPERATOR; AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

The Mayor and City Commission held a first reading of the amendment to the ordinance on October 14, 2014. The Mayor and City Commission passed the amendment to the Ordinance without any modifications, and recognized the importance of this legislation, which is anticipated to provide protection to visitors, tourists and citizens throughout the City of Miami Beach.

Agenda Item RSD
Date 12-9-15

Commissioner Micky Steinberg proposed this ordinance amendment in order to require operators of sidewalk cafes to display or disclose prices for food and drink menu items or display or disclose any food and drink menu specials. Furthermore, Commissioner Steinberg has included language in the ordinance amendment that will mandate an operator of a sidewalk café to provide notice to customers of any automatic gratuity or service charge that is being imposed by the operator of the sidewalk café, which notification requirement is consistent with, and mandated by, Section 509.214 of the Florida Statutes.

A business establishment does not have an actual or inherent legal right to conduct a sidewalk café operation upon the City's property. The City authorizes a business establishment the ability to utilize its public property for a sidewalk café pursuant to a legally sufficient application for a sidewalk café permit, which application must be consistent with those requirements set forth in Sections 82-381 through 82-388 of the Miami Beach Code. A business establishment seeking to obtain a sidewalk café permit, pursuant to this ordinance amendment, will be legally required to identify or disclose all menu prices for food and drinks, disclose any menu specials and must provide sufficient notice of the automatic gratuity or service charge. Any existing sidewalk café operator that fails to comply with this new ordinance provision(s), will not be permitted to continue operating the sidewalk café, until such time that menu prices are properly displayed or disclosed for food and drinks, menu specials or the automatic gratuity or service charge.

This ordinance amendment will be an additional permit and operation condition that will prevent potential deceptive practices, and further require business establishments operating upon the City's public property to comply, in their entirety, with Article IV, Division 5 of Chapter 82. The ordinance will prevent patrons from being over-charged or deceived for those food and beverage menu items purchased, and will allow a patron to recognize the cost of these items before making his/her selection.

Commissioner Steinberg has determined that these ordinance provision(s) will protect its citizens and visitors from undisclosed, exorbitant charges for food and drinks at sidewalk cafes, and provide notification of the gratuity or service charge imposed by the sidewalk café operator.

It is anticipated that there will be minimal fiscal impact surrounding the enforcement of this legislation.

RA/AB/sc

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 82 OF THE CODE OF THE CITY OF MIAMI BEACH, ENTITLED "PUBLIC PROPERTY," BY AMENDING ARTICLE IV, ENTITLED "USES IN PUBLIC RIGHTS-OF-WAY," BY AMENDING DIVISION 5, ENTITLED "SIDEWALK CAFES," BY AMENDING SUBDIVISION II, ENTITLED "PERMIT," BY AMENDING SECTION 82-381 THEREOF, ENTITLED "PERMITTED AREAS; CONDITIONAL PERMIT; CITY MANAGER'S RIGHT TO REMOVE SIDEWALK CAFES," BY REQUIRING DISPLAY OF PRICES FOR FOOD AND DRINK MENU ITEMS OR ANY FOOD AND DRINK MENU SPECIALS, AND ESTABLISHING A NOTICE PROVISION TO CUSTOMERS REGARDING ANY AUTOMATIC GRATUITY OR SERVICE CHARGE BY THE OPERATOR OF THE SIDEWALK CAFÉ; BY AMENDING SECTION 82-382 THEREOF, ENTITLED "APPLICATION," MANDATING THAT A SIDEWALK CAFÉ APPLICATION BE DENIED FOR FAILURE TO HAVE FOOD AND DRINK MENUS WHICH INCLUDES PRICES FOR FOOD AND DRINK MENU ITEMS, FOOD AND DRINK MENU SPECIALS, OR NOTIFICATION OF ANY AUTOMATIC GRATUITY OR SERVICE CHARGE IMPOSED BY THE SIDEWALK CAFÉ OPERATOR; BY AMENDING SECTION 82-385 THEREOF, ENTITLED "MINIMUM STANDARDS, CRITERIA, AND CONDITIONS FOR OPERATION OF SIDEWALK CAFES," BY PROHIBITING A SIDEWALK CAFÉ TO OPERATE WITHOUT FOOD AND DRINK MENUS WHICH SHOW THE PRICING FOR ANY FOOD AND DRINK MENU ITEM OR FOOD AND DRINK MENU SPECIAL, AND FAIL TO NOTIFY CUSTOMERS OF ANY AUTOMATIC GRATUITY OR SERVICE CHARGE IMPOSED BY THE SIDEWALK CAFÉ OPERATOR; AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, a business establishment that seeks to operate a sidewalk café upon the City's property must submit a legally sufficient application for a sidewalk café permit, and ensure compliance with Sections 82-381 through 82-388 of the Miami Beach Code; and

WHEREAS, the Mayor and City Commission have determined that an additional permit and operation condition is required to prevent potential deceptive practices, and further require business establishments operating upon the City's public property to comply, in their entirety, with Article IV, Division 5 of Chapter 82; and

WHEREAS, this additional permit and operation requirement will obligate operators of sidewalk cafes to display or disclose prices for food and drink menu item(s) or display or disclose any food and drink menu special(s); and

WHEREAS, the disclosure or display of the food or drink menu item(s) price or food and drink special(s) price must be in a size and typeface, which is at least as large as the name of the menu item that is made available to the patron; and

WHEREAS, the operator of a sidewalk café will be required to provide notice to customers of any automatic gratuity or service charge that is being imposed by the operator of the sidewalk café, which notification requirement is consistent with, and mandated by, Section 509.214 of the Florida Statutes; and

WHEREAS, the City's citizens and visitors will be protected from being over-charged or deceived for those food and beverage menu item(s) purchased, and will allow a patron to recognize the cost of these item(s) before making his/her selection; and

WHEREAS, the Mayor and City Commission have established the need to enact this amendment to the sidewalk café ordinance to ensure and protect the City's citizens and visitors from undisclosed, exorbitant charges for food and drinks at sidewalk cafes, and provide notification of the gratuity or service charge imposed by the sidewalk café operator.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. That Section 82-381 of Subdivision II of Division 5 of Article IV of Chapter 82 of the Code of the City Miami Beach is hereby amended as follows:

CHAPTER 82

PUBLIC PROPERTY

* * *

ARTICLE IV. Uses in Public Rights-of-Way

* * *

DIVISION 5. Sidewalk Cafes

Subdivision II. Permit

Sec. 82-381. Permitted areas; conditional permit; city manager's right to remove sidewalk cafes.

(a) Sidewalk cafes shall only be located where permitted by the city's zoning ordinance and land development regulations, as same may be amended from time to time.

(b) The approval and issuance of a sidewalk cafe permit is conditional at all times.

(c) It shall be unlawful for any person to operate a sidewalk cafe without a valid permit as required by this division.

(d) The city manager shall have the right to immediately remove, after 24-hours written and/or verbal notice to the permittee, any sidewalk cafe furniture used in connection with a sidewalk cafe which is operating without a valid permit.

(e) The city manager may cause the immediate removal, relocation and/or storage of all or part of a sidewalk cafe in emergency situations or for public safety considerations.

(f) The city manager may require the temporary removal and/or relocation of all or part of a sidewalk cafe when street, sidewalk, or utility repairs, or other public construction,

necessitates such action. If such temporary removal exceeds 15 days, the city manager shall pro-rate the remaining permit fee for each additional day the sidewalk cafe (or portion thereof) is removed and apply a credit toward the following year's permit fee or, upon written request by the permittee, refund the remaining fee to the permittee.

(g) Upon written and/or verbal notification by the city manager of a hurricane or other major weather event, or the issuance of a hurricane warning by Miami-Dade County, whichever occurs first, the permittee shall, within no more than four hours of same, remove and place indoors all tables, chairs and any other sidewalk cafe furniture located on the right-of-way. The notification by the city manager of a hurricane or other major weather event, or the issuance of a hurricane warning, shall constitute a public emergency situation as referenced in this division. The city manager may remove, relocate, and/or store any sidewalk cafe furniture found on the right-of-way that has otherwise not been removed by the permittee pursuant to this subsection. Any and all costs incurred by the city for removal, relocation and/or storage of sidewalk cafe furniture shall be the responsibility of the permittee. Sidewalk cafes will not re-open for business following a hurricane or other major weather event until notified by the city manager. Violation of this subsection (g) shall result in the issuance of an immediate $1,000.00 fine, and/or suspension, for up to 30 days, of the sidewalk cafe permit.

(h) A sidewalk café must display or disclose prices for food and drink menu item(s), or display or disclose those prices for any food and drink menu special(s). The displayed price for the food or drink menu item(s) or food and drink menu special(s) must be in a size (font) and typeface, which is at least as large as the name of the menu item.

(I) A sidewalk café that automatically includes a gratuity or service charge, either in the price of the meal or drink or separately imposed for all items ordered, must be displayed on the menu and on the face of the bill. This disclosure serves to provide the customer notification that an automatic gratuity or service charge is being included by the sidewalk café operator. The disclosure of the gratuity or service charge within the menu or bill must not be smaller than 12 font.

SECTION 2. That Section 82-382 of Subdivision II of Division 5 of Article IV of Chapter 82 of the Code of the City Miami Beach is hereby amended as follows:

CHAPTER 82

PUBLIC PROPERTY

* * *

ARTICLE IV. Uses in Public Rights-of-Way

* * *

DIVISION 5. Sidewalk Cafes

Subdivision II. Permit

Sec. 82-382. Application.

(a) A sidewalk cafe permit shall be effective for one year, from October 1 until September 30 of the following year.

(b) Application for a permit to operate a sidewalk cafe shall include, but not be limited to, the following information:

(1) The name, address and telephone number of the applicant/permittee.

(2) The name and address of the business establishment seeking a permit to operate the sidewalk cafe (including the name and address of the restaurant).

(3) A copy of a valid city occupational license to operate the restaurant in front of which the proposed sidewalk cafe will be operating. The total count of chairs to be utilized for the restaurant must include the number of chairs used in conjunction with the sidewalk cafe and the number of chairs inside the restaurant, as authorized by the license.

(4) A copy of a valid certificate of use for the restaurant in front of which the proposed sidewalk cafe will be operating.

(5) Copies of current certificates of insurance in the amounts and categories required by section 82-386.

(6) A site plan signed and sealed by a duly licensed architect or engineer which accurately depicts the layout and dimensions of the existing sidewalk area and adjacent private property; proposed location, size and number of tables, chairs, umbrellas, and any other sidewalk cafe furniture; and location of doorways, steps, trees and/or landscaped areas, fountains, parking meters, fire hydrants, bus shelters, directory/kiosks, public benches, trash receptacles, and any other existing public fixtures, furnishings and/or other obstruction(s), within the proposed sidewalk cafe area. The sidewalk cafe site plan shall be approved by the city manager prior to the issuance of a sidewalk cafe permit and the permit shall be specifically limited to the subject area shown on the approved site plan.

(7) Photographs, drawings or manufacturer's brochures fully describing the appearance and dimensions of all proposed tables, chairs, umbrellas, and any other sidewalk cafe furniture related to the operation of the sidewalk cafe. Tables, chairs, umbrellas, and any and all other sidewalk cafe furniture shall be approved by the city manager prior to the issuance of a sidewalk cafe permit.

(8) A copy of the approved sidewalk cafe site plan, shall be maintained on the permittee's premises and shall be available for inspection by city personnel at all times.

(9) The annual application shall be accompanied by a non-refundable base application fee as set forth in appendix A.

(10) Applications shall be reviewed for compliance with applicable city, state and federal laws, and must be reviewed and approved by the city's public works department; fire department; office of risk management; finance department; planning and zoning department; and building department.

(11) Prior to issuance of a sidewalk cafe permit, the city's chief financial officer shall certify that there are no outstanding fines, monies, fees, taxes or other charges owed to the city by the applicant/permittee and/or the business establishment/restaurant. A sidewalk cafe permit will not be issued until all outstanding debts to the city are paid in full.

(12) No sidewalk cafe permit shall be issued to a restaurant whose occupational license or certificate of use is limited to take-out service and does not have inside seating.

(13) A sidewalk cafe permit may not be transferred and/or otherwise assigned. A new owner and/or operator of a restaurant and/or business establishment with a sidewalk cafe permit will be required to apply for and obtain a new permit.

(14) The permit covers only the public right-of-way. Tables and chairs on private property will be governed by other applicable regulations. No outdoor seating authorized pursuant to this division shall be used for calculating seating requirements pertaining to location of, applications for, or issuance of, a liquor license; nor shall the outdoor seating be used as the basis for computing required seating for restaurants, or as grounds for claiming exemption from such requirements under the provisions of any applicable city, county, and/or state law.

(15) Sidewalk cafes shall comply with all applicable accessibility codes including, without limitation, the Americans with Disabilities Act (ADA), and state code provisions addressing accessibility for building construction, as same may be amended from time to time.

(16) A sample menu that will be used by the sidewalk cafe to display or disclose prices for food and drink menu item(s), or display or disclose those prices for any food and drink menu special(s). The sample menu must display or disclose food or drink menu item(s) or food and drink menu special(s) in a size (font) and typeface that is at least as large as the name of the menu or food item.

(17) An affidavit by the sidewalk café that the inclusion of an automatic gratuity or service charge, either in the price of the meal or drink or separately imposed for all items ordered, will be disclosed on the menu and the face of the bill. The affidavit shall state that the notification to the customer of an automatic gratuity or service charge is being included consistent with, and pursuant to, those requirement(s) set forth in Section 82-381(l).

(c) Renewals. As provided in subsection 82-371(b), a permittee who has been issued more than six violations pursuant to this division within a permit year, shall be prohibited from applying for and obtaining a sidewalk cafe permit for the following two consecutive permit years.

SECTION 3. That Section 82-385 of Subdivision II of Division 5 of Article IV of Chapter 82 of the Code of the City Miami Beach is hereby amended as follows:

CHAPTER 82

PUBLIC PROPERTY

* * *

ARTICLE IV. Uses in Public Rights-of-Way

* * *

DIVISION 5. Sidewalk Cafes

Subdivision II. Permit

Sec. 82-385. Minimum standards, criteria, and conditions for operation of sidewalk cafes.

(a) The permittee shall take any and all actions to assure that its use of the public right-of-way in no way interferes with patrons of other sidewalk cafes, or limits their free, unobstructed passage thereto.

(b) Sidewalk cafes shall be located in such a manner that a distance of not less than five feet is maintained at all times as a clear and unobstructed five-foot pedestrian path around public amenities and areas such as, by way of example, fountains, landscaped areas (excluding city planters), and seating/shade structures. Notwithstanding the preceding, the city manager, in his reasonable judgment and discretion, and on a case-by-case basis, may approve and allow for a pedestrian path of less than five feet where an applicant/permittee's sidewalk cafe operation would be significantly impacted. In considering such cases, and in determining whether an applicant/permittee is "significantly impacted," the city manager may apply the criteria set forth in subsections 82-384 (c)(1)—(4). A five-foot pedestrian path shall also be required and established where the city manager, in his reasonable judgment and discretion, determines that the operation of a sidewalk cafe inhibits pedestrian access to an adjacent business establishment or adversely affects the visibility of an adjacent storefront.

(c) No tables, chairs, umbrellas, or other sidewalk cafe furniture shall be permitted within ten feet of a bus bench and/or bus shelter. A distance of five feet shall be maintained from taxi stands, fire hydrants, bike racks, directory signage/kiosks, and/or other similar public street furniture and/or fixtures.

(d) No tables, chairs, umbrellas or other sidewalk cafe furniture shall be permitted within five feet of an alley, pedestrian crosswalk, or corner curb cut.

(e) The pedestrian path for Lincoln Road shall be a 12-foot clear path for emergency and maintenance vehicles. The exact location of the path on each block shall be determined by the city manager, in his reasonable judgment and discretion, and shall be incorporated into the sidewalk cafe site map of Lincoln Road.

(f) No object shall be permitted around the perimeter of an area occupied by tables and chairs which would have the effect of forming a physical or visual barrier discouraging the free use of the tables and chairs by the public, or (in the case of Lincoln Road) which would have the effect of obstructing the pedestrian path or public access between the north and south sides of Lincoln Road.

(g) The area covered by a sidewalk cafe permit, and the sidewalk and street immediately adjacent to it, shall be maintained in a clean, neat and orderly appearance at all times by the permittee. The area of the sidewalk, curb and gutter immediately adjacent to the sidewalk cafe shall be cleared of all debris during hours of operation, and again at the close of each business day, or as may otherwise be determined by the city manager. The permittee shall be responsible for pressure cleaning the floor surface on which the sidewalk cafe is located at the close of each business day. The city shall pressure wash the right-of-way from time to time in accordance with such schedule as shall be established in the reasonable judgment and discretion of the city manager. In establishing said schedule, the city manager shall use reasonable efforts to assure that the city's pressure cleaning of the public right-of-way occurs at such times as will cause the least disruption to sidewalk cafe operations.

(h) Tables, chairs, umbrellas and any other sidewalk cafe furniture shall be maintained in a clean, attractive, and orderly appearance, and shall be maintained and kept in good repair at all times.

(i) All sidewalk cafe furniture shall be of high quality, design, materials, and workmanship so as to ensure the safety and convenience of the public.

(j) Only the sidewalk cafe furniture specifically shown on the approved sidewalk cafe site plan shall be allowed in the permit area.

(k) All tables, chairs, umbrellas, and any other sidewalk cafe furniture shall be readily removable, and shall not be physically attached, chained, or in any other manner affixed to any public structure, street furniture, signage, and/or other public fixture, or to a curb and/or public right-of-way.

(l) The stacking or piling up of chairs shall be prohibited on the right-of-way. On Lincoln Road Mall, tables, chairs and closed-up umbrellas may only remain on the right-of-way (within the permit area) as long as they are placed in an orderly manner. Notwithstanding the foregoing, on Lincoln Road Mall tables, chairs and closed-up umbrellas may remain on the right-of-way as long as 80 percent of the restaurants on Lincoln Road Mall are open for lunch beginning at 11:00 a.m. The city will make this determination on two separate times during each permit year. The first determination shall be made on October 1, with the second determination being made on April 1 of each year. The phrase "open for lunch" shall be defined by the serving of meals to patrons during the lunch hour. If the city determines that less than 80 percent of the restaurants on Lincoln Road Mall are open for lunch on either October 1 or April 1 of a permit year, then the following regulation shall apply to all restaurants on Lincoln Road Mall. Any and all other sidewalk cafe furniture including without limitation, rolling service stations, service carts and bussing stations, may only be maintained in the permit area during hours of operation provided however, that planters that cannot be readily removed may remain within the permit area subject to the provisions of subsection (s) hereof. On Lincoln Road Mall, rolling service stations, service carts, and bussing stations shall not be permitted to be placed within five feet of the walls, columns, or posts of the Lapidus structures, city planters, or in front of other storefronts and/or business establishments. Notwithstanding anything contained in this subsection (l), the city manager may require a permittee to store its tables, chairs and/or umbrellas off of the right-of-way if, in his reasonable judgment and discretion, the city manager determines that the sidewalk cafe permit area and immediately adjacent public right-of-way are not being adequately maintained in accordance with this division.

(m) No storage of dishes, silverware or other similar sidewalk cafe equipment shall be allowed in the permit area, or in any other portion of the public right-of-way, or outside the structural confines of the building in which the restaurant is located, during non-business hours.

(n) There shall be no live entertainment or speakers placed in the permit area unless expressly permitted as a special event. Conditions such as hours and days of operation and audio levels will be regulated by the city's special events office, and these may vary during the year.

(o) One menu board and one specials board shall be permitted, per sidewalk cafe, for every 50 feet of frontage.

(p) No food preparation, food storage, expanded polystyrene food service articles, refrigeration apparatus or equipment, or fire apparatus or equipment, shall be allowed on the right-of-way. In addition, expanded polystyrene food service articles shall not be provided to sidewalk café patrons.

(q) No food displays shall be permitted on the public right-of-way. No advertising signs or business identification signs shall be permitted on the public right-of-way except that the restaurant name and/or its logo may be permitted on umbrellas but such logos and/or lettering may not exceed six inches in height.

(r) Umbrellas shall be fire-retardant, pressure-treated or manufactured of fire-resistant material. No portion of an umbrella shall be less than six feet eight inches above the right-of-way. Two or more umbrellas may not be clipped, zipped or otherwise fastened together in order to form a tentlike structure. Clear plastics or other materials may not be fastened, rolled or otherwise be attached to umbrella edges in order to create an enclosure.

(s) The city manager may permit the use of planters manufactured of terra-cotta or polymer materials, with the number and size to be reviewed at time of application. Placement of planters within sidewalk cafe areas shall be five feet apart or greater. It shall be the permittee's responsibility to immediately remove planters, upon written and/or verbal notice from the city manager, in case of emergency or other circumstances as provided in this division. Maximum size of planters shall not exceed the following:

(1) Rectangular planters: 30 inches long, by 15 inches wide by 20 inches high.

(2) Round planters: 24 inches diameter by 24 inches high.

(3) Planters 20 inches or higher shall be on rollers or on rolling bases.

(4) The combination of planters and plant height should not exceed a table height of 34 inches.

Plants shall be properly maintained. Distressed plants shall be promptly replaced. Plant fertilizers which contain material that can stain the sidewalks shall not be allowed. Water drainage from any plants onto the sidewalk shall not be allowed. Potted plants shall have saucers or other suitable systems to retain seepage.

(t) Permittees may make written request to the city manager to use city electricity for powering floor fans during the summer months. Summer months are defined as the period beginning on May 1, and ending on September 30. The city manager will make electrical outlets operable upon payment of a flat fee, which fee shall be determined, and may be adjusted from time to time, in the reasonable judgment and discretion of the city manager, for each of the calendar days during the summer months. City electrical outlets will be restricted to powering floor fans only. Using the electrical outlets for powering lights, menu board lighting, and any other electrical device is strictly prohibited. Permittees violating this restriction will have the electrical boxes deactivated and forfeit any monies paid for electrical use. Fans must be UL approved for outdoor use. Extension cords are not allowed.

(u) No permit shall be granted on Lincoln Road in an area designated in the sidewalk cafe site map as restricted for special and cultural events; provided however, that the city manager may approve temporary use of such area(s), on a case by case basis, and only for a defined, limited time.

(v) A sidewalk café shall be prohibited from continuing its operation until such time that it displays or discloses prices for food and drink menu item(s), or displays or discloses those prices for any food and drink menu special(s), consistent with those requirements set forth in Section 82-381(h) and 82-382(16).

(w) A sidewalk café that automatically includes a gratuity or service charge, either in the price of the meal or drink or separately imposed for all items ordered, and fails to properly notify the customer of the automatic gratuity or service charge is prohibited from operating on the City's property. The notification must be consistent with those requirements set forth in Sections 82-381(l) and 82-382(17).

SECTION 4. REPEALER.

All ordinances or parts of ordinances in conflict herewith 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. 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 7. EFFECTIVE DATE.

This Ordinance shall take effect on the 1st day of January, 2016.

PASSED AND ADOPTED this _____ day of_____, 2015.

ATTEST:

_____
Mayor Philip Levine

_____
Rafael E. Granado, City Clerk

(Sponsored by Commissioner Micky Steinberg)

Underline denotes additions
Double underline denotes additions after First Reading
~~Strike through~~ denotes deletions

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney AB Date 10-12-15

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MIAMIBEACH

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 **Wednesday, December 9, 2015**, at the times listed, or as soon thereafter as the matter can be heard:

10:15 a.m.
An Ordinance Amending Chapter 82 Of The Code Of The City Of Miami Beach, Entitled "Public Property," By Amending Article IV, Entitled "Uses In Public Rights-Of-Way," By Amending Division 5, Entitled "Sidewalk Cafes," By Amending Subdivision II, Entitled "Permit," By Amending Section 82-381 Thereof, Entitled "Permitted Areas; Conditional Permit; City Manager's Right To Remove Sidewalk Cafes," By Requiring Display Of Prices For Food And Drink Menu Items Or Any Food And Drink Menu Specials, And Establishing A Notice Provision To Customers Regarding Any Automatic Gratuity Or Service Charge By The Operator Of The Sidewalk Café; By Amending Section 82-382 Thereof, Entitled "Application," Mandating That A Sidewalk Café Application Be Denied For Failure To Have Food And Drink Menus Which Includes Prices For Food And Drink Menu Items, Food And Drink Menu Specials, Or Notification Of Any Automatic Gratuity Or Service Charge Imposed By The Sidewalk Café Operator; By Amending Section 82-385 Thereof, Entitled "Minimum Standards, Criteria, And Conditions For Operation Of Sidewalk Cafes," By Prohibiting A Sidewalk Café To Operate Without Food And Drink Menus Which Show The Pricing For Any Food And Drink Menu Item Or Food And Drink Menu Special, And Fail To Notify Customers Of Any Automatic Gratuity Or Service Charge Imposed By The Sidewalk Café Operator; 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.*

10:20 a.m.
An Ordinance Amending Chapter 106 Of The Miami Beach City Code, Entitled "Traffic And Vehicles," By Amending Article II, Entitled "Metered Parking," By Amending Division 1, Entitled "Generally," By Amending Section 106-47, Entitled "Freight, Commercial, And Passenger Curb Loading Zones; Hours, Deliveries"; By Deleting Subsection (c), (d) And (e); By Amending Subsection (b) To Require Property Owners And Businesses To Confirm Compliance With Subsection (g) For Commercial Motor Vehicles Deliveries And Services; By Prohibiting Deliveries Or Services For Commercial Motor Vehicles That Fail To Comply With Subsections (f) Through (n); By Creating A New Subsection (d) And (e), Which Limits The Authority Of The Special Master; By Amending The Enforcement And Penalty Provisions For Violations Of Subsection (b); Providing For Codification, Repealer, Severability, And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470 and the Parking Department at 305.673.7505.*

10:25 a.m.
An Ordinance Amending The Code Of The City Of Miami Beach, Florida By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 5, "CD-2 Commercial Medium Intensity District," At Section 142-305, "Prohibited Uses," By Adding Bars, Dance Halls, And Entertainment Establishments As Prohibited Uses Within The CD-2, Sunset Harbour Neighborhood, Generally Bounded By Purdy Avenue, 20th Street, Alton Road And Dade Boulevard; Providing For Codification; Repealer; Severability; Applicability; And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

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An Ordinance Amending Miami Beach City Code Chapter 2 "Administration," Article VII "Standards Of Conduct," Division 5 "Campaign Finance Reform," Encompassing City Code Sections 2-487 "Prohibited Campaign Contributions By Vendors," City Code Section 2-488 "Prohibited Campaign Contributions By Lobbyists On Procurement Issues," City Code Section 2-489 "Prohibited Campaign Contributions By Real Estate Developers," And City Code Section 2-490 "Prohibited Campaign Contributions By Lobbyists On Real Estate Development Issues", By Providing That Commencing January 1, 2016, Members Of The City Commission Or Candidates For Said Offices Shall Be Prohibited From Either Directly Or Indirectly Soliciting, Accepting Or Depositing Any Campaign Contribution Regarding City Elected Office From A Vendor, Lobbyist On A Procurement Issue, Real Estate Developer, Or Lobbyist On A Real Estate Development Issue; 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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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

Ad 1105

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MIAMIBEACH

OFFICE OF THE CITY ATTORNEY

RAUL AGUILA, CITY ATTORNEY

COMMISSION MEMORANDUM

TO: MAYOR PHILIP LEVINE
MEMBERS OF THE CITY COMMISSION
JIMMY L. MORALES, CITY MANAGER

SECOND READING
PUBLIC HEARING

FROM: RAUL J. AGUILA, CITY ATTORNEY

DATE: DECEMBER 9, 2015

SUBJECT: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 106 OF THE MIAMI BEACH CITY CODE, ENTITLED "TRAFFIC AND VEHICLES," BY AMENDING ARTICLE II, ENTITLED "METERED PARKING," BY AMENDING DIVISION 1, ENTITLED "GENERALLY," BY AMENDING SECTION 106-47, ENTITLED "FREIGHT, COMMERCIAL, AND PASSENGER CURB LOADING ZONES; HOURS, DELIVERIES"; BY DELETING SUBSECTION (C), (D) AND (E); BY AMENDING SUBSECTION (B) TO REQUIRE PROPERTY OWNERS AND BUSINESSES TO CONFIRM COMPLIANCE WITH SUBSECTION (G) FOR COMMERCIAL MOTOR VEHICLES DELIVERIES AND SERVICES; BY PROHIBITING DELIVERIES OR SERVICES FOR COMMERCIAL MOTOR VEHICLES THAT FAIL TO COMPLY WITH SUBSECTIONS (F) THROUGH (N); BY CREATING A NEW SUBSECTION (D) AND (E), WHICH LIMITS THE AUTHORITY OF THE SPECIAL MASTER; BY AMENDING THE ENFORCEMENT AND PENALTY PROVISIONS FOR VIOLATIONS OF SUBSECTIONS (B); PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.**

Commissioner Michael Grieco has proposed this ordinance amendment, which will require property owner(s) and business(es) to only accept services or deliveries from commercial motor vehicles that are in compliance with Section 106-47(g) of the City Code.

The Mayor and City Commission held a first reading of the amendment to the Ordinance on September 2, 2015. Commissioner Grieco, in response to the discussion of this proposed legislation, agreed to exclude those commercial motor vehicles that are responsible for delivering package(s) or parcel(s). The Mayor and City Commission passed the proposed amendment to the Ordinance, with the amended language that served to exclude those commercial motor vehicles responsible for package and parcel post deliveries, which are commonly known as Carrier(s) (e.g., UPS, DHL, USPS and FedEx) of a large variety of goods.

Agenda Item R5E
Date 12-9-15

A further modification was promulgated by Commissioner Grieco between the first and second reading of this Ordinance amendment. Commissioner Grieco has included a locality exemption for those streets or roadways that are located east of Collins Avenue, commencing from 15th Street and proceeding North, through the Northern most street or roadway of the City. This subsequent amendment would permit a property owner or business to accept services or deliveries from a commercial motor vehicle without violating the provisions of subsection 106-47(b).

This legislation will require property owner(s) and business(es) to be legally obligated and responsible for confirming that the operator/driver of the commercial motor vehicle has complied with those permit requirements set forth within Sections 106-47(f) through (n) of the City Code. A property owner or business that accepts services or deliveries from an operator/driver of a commercial motor vehicle that violates subsections (f) through (n), will result in the direct enforcement action against the property owner or business.

Further, this Ordinance will serve to establish those legal requirements upon a property owner and business for the acceptance of services and deliveries from commercial motor vehicle operators/drivers that violate the requirements of the City code, and will serve to prohibit the dangerous conditions created by commercial motor vehicles obstructing the vehicular lanes of traffic in violation of Sections 106-47 (f) through (n).

It is anticipated that there will be minimal fiscal impact surrounding the enforcement of this legislation.

RJA/AB/sc

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 106 OF THE MIAMI BEACH CITY CODE, ENTITLED "TRAFFIC AND VEHICLES," BY AMENDING ARTICLE II, ENTITLED "METERED PARKING," BY AMENDING DIVISION 1, ENTITLED "GENERALLY," BY AMENDING SECTION 106-47, ENTITLED "FREIGHT, COMMERCIAL, AND PASSENGER CURB LOADING ZONES; HOURS, DELIVERIES"; BY DELETING SUBSECTION (C), (D) AND (E); BY AMENDING SUBSECTION (B) TO REQUIRE PROPERTY OWNERS AND BUSINESSES TO CONFIRM COMPLIANCE WITH SUBSECTION (G) FOR COMMERCIAL MOTOR VEHICLES DELIVERIES AND SERVICES; BY PROHIBITING DELIVERIES OR SERVICES FOR COMMERCIAL MOTOR VEHICLES THAT FAIL TO COMPLY WITH SUBSECTIONS (F) THROUGH (N); BY CREATING A NEW SUBSECTION (D) AND (E), WHICH LIMITS THE AUTHORITY OF THE SPECIAL MASTER; BY AMENDING THE ENFORCEMENT AND PENALTY PROVISIONS FOR VIOLATIONS OF SUBSECTION (B); PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission has held discussions related to commercial motor vehicles blocking lanes on Washington Avenue, Collins Avenue; Ocean Drive, West Avenue and other major corridors, which discussions included enforcement action and long term solutions; and

WHEREAS, the City has established commercial and freight loading zone regulations that provide opportunities for commercial motor vehicles to properly conduct their deliveries without impeding or destructing vehicular lanes of traffic throughout the City; and

WHEREAS, the Administration believes that property owner(s) or business(es) must ensure that the commercial motor vehicle operator(s) continue to comply with those permit requirements, restricted hours, and maximum time limits in order to protect the health, safety and welfare of the motoring public; and

WHEREAS, this amendment is necessary to ensure that property owner(s) and business(es) within these highly traveled corridors are not complacent, and are responsible for the obstruction of vehicular lanes by commercial motor vehicles during the acceptance of deliveries and services.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. That Chapter 106, "Traffic and Vehicles," Article II, "Metered Parking," Division 1, "Generally," Section 106-47, entitled, "Freight, Commercial, and Passenger Curb Loading Zones; Hours, Deliveries"; of the Code of the City of Miami Beach, Florida, is hereby established, as follows:

Chapter 106. Traffic and Vehicles

* * *

Article II. Metered Parking

Division. 1 Generally

* * *

Sec. 106-47. Freight, commercial, and passenger curb loading zones; hours, deliveries.

(a) [Authorization.] The city manager or his designee is hereby authorized to designate any street freight, commercial, and passenger curb loading zones as permissible automobile parking areas during such hours as such officials, in their discretion, may direct.

(b) [Enforcement against property owners and/or businesses.] Freight, commercial, and passenger curb loading zone regulations, including as posted by sign, may be enforced, in addition to the procedures provided in this chapter, against property owners and/or businesses which accept services or deliveries from commercial motor vehicles or vehicles violating such regulations.

(1) A property owner(s) or business that accepts services or deliveries from a commercial motor vehicle must confirm that the operator/driver of the commercial motor vehicle has complied with subsection (g).

(2) It is prohibited for a property owner(s) or business to accept any services or deliveries from the operator/driver of a commercial motor vehicle that is not in compliance with subsections (f) through (n).

(3) The prohibitions set forth within subsection (b) will not apply to property owners or businesses that accept deliveries from commercial motor vehicles, which are responsible for the delivery of package(s) or parcel(s) of various goods or mail.

(4) The prohibitions set forth within subsection (b) will not apply to a property owner or business that accepts services or deliveries from commercial motor vehicles parked on any street or roadway that is located directly North of 15th Street and immediately East of Collins Avenue, and which will continue to the Northern most street or roadway of the City.

~~(c) Civil fine for violators. The following civil fines shall be imposed for a violation of this section:~~

~~(1) First offense: Warning~~

~~(2) Second offense (within one year of the first offense): $150.00~~

~~(3) Third offense (within one year of the first offense): $300.00~~

~~(4) Fourth or more offenses (within one year of the first offense): $600.00~~

~~(d) Enforcement. The code enforcement department or parking 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 a parking enforcement specialist or a code compliance officer finds a violation of this article, the parking enforcement specialist or the code compliance officer shall issue a notice of violation to the violator as provided in chapter 30 of this Code, as may be amended from time-to-time. 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, 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 within the ten days, shall constitute an admission of the violation and a waiver of the right to a hearing.~~

~~(e) Rights of violators; 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 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 notice 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 code compliance officer. Failure of the named violator to appeal the decision of the code compliance 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) Any party aggrieved by a decision of a special master may appeal that decision to a court of competent jurisdiction.~~

(c) Penalties and enforcement.

1. A violation of subsection (b) shall be subject to the following fines:

   a. If the violation is the first offense, a person shall receive a civil fine of $1,000.00;
   b. If the violation is the second violation within the preceding six months, a person shall receive a civil fine of $2,000.00;
   c. If the violation is the third violation within the preceding six months, a person shall receive a civil fine of $3,000.00;
   d. If the violation is the fourth or subsequent violation within the preceding 2 months, a person shall receive a civil fine of $5,000.00.

2. Enforcement. The Miami Beach police department, the Parking Department or the Code Compliance Department shall enforce this section. This shall not preclude other enforcement agencies from any action to assure compliance with this section and all applicable laws. If a violation of subsection (b) is observed, the ~~lower case~~ enforcement 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.

3. 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 violation is deemed valid. 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.

(d) 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.

(e) The special master shall not have discretion to alter the penalties prescribed in subsection (c)(1).

* * *

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.

ATTEST:

_____
PHILIP LEVINE, MAYOR

_____
RAFAEL GRANADO, CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney AB 11/23/15
Date

Underline denotes new language
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(Sponsored by Commissioner Michael Grieco)

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11:00 a.m.
A Resolution Approving, Following A Duly Noticed Public Hearing Pursuant To Sections 170.07 And 170.08, Florida Statutes, The Final Assessment Roll For The Special Assessment District Known As The Sunset Islands 3 & 4 Utility Improvement District, And Confirming Such Assessments As Legal, Valid, And Binding First Liens Upon The Property Against Which Such Assessments Are Made Until Paid. *Inquiries may be directed to the Capital Improvement Projects Department at 305.673.7071 and the Office of the City Attorney at 305.673.7470.*

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.

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Rafael E. Granado, City Clerk
City of Miami Beach

Ad 1105

650

Condensed Title:

An Ordinance amending the CD-2 Section of the Code to add 'bars, dance halls and entertainment establishments' to the list of prohibited uses in the Sunset Harbour neighborhood.

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 subject Ordinance would add 'bars, dance halls and entertainment establishments' to the list of prohibited uses in the Sunset Harbour neighborhood.

On October 21, 2015 the City Commission: 1) approved the attached Ordinance at First Reading; 2) scheduled a Second Reading Public Hearing for December 9, 2015; and 3) referred the item to the Planning Board for action prior to Second Reading.

The Administration recommends that the City Commission adopt the attached Ordinance.

Advisory Board Recommendation:

On October 27, 2015, the Planning Board reviewed the proposed Ordinance and transmitted it to the City Commission with a favorable recommendation (Vote of 6-1).

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 R5F
DATE 12-9-15

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: December 9, 2015 **SECOND READING – PUBLIC HEARING**

SUBJECT: **Sunset Harbour CD-2 Entertainment Prohibition**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS", ARTICLE II, "DISTRICT REGULATIONS," DIVISION 5, "CD-2 COMMERCIAL MEDIUM INTENSITY DISTRICT," AT SECTION 142-305, "PROHIBITED USES," BY ADDING BARS, DANCE HALLS, AND ENTERTAINMENT ESTABLISHMENTS AS PROHIBITED USES WITHIN THE CD-2, SUNSET HARBOUR NEIGHBORHOOD, GENERALLY BOUNDED BY PURDY AVENUE, 20TH STREET, ALTON ROAD AND DADE BOULEVARD; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; APPLICABILITY; AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission adopt the ordinance.

BACKGROUND

On May 5, 2004 the City Commission adopted Ordinance No. 2004-3445, which prohibited stand-alone bars, dance halls and entertainment establishments, even if part of a restaurant, within the Sunset Harbour neighborhood. On December 12, 2012, Ordinance No. 2012-3786 was adopted, which set a lower threshold for Neighborhood Impact Establishments in the Sunset Harbour neighborhood. Specifically, this Ordinance required Planning Board approval for restaurants having over 100 seats/125 persons occupancy.

ANALYSIS

It appears that the 2004 approved prohibition on bars, dance halls and entertainment establishments in the Sunset Harbour neighborhood was inadvertently deleted in the 2012 ordinance. When Ordinance No. 2004-3445 was adopted in 2004, the 'prohibition' of bars, dance halls and entertainment establishments was placed under 'Main Permitted Uses'. In 2012, as part of the proposed Ordinance setting lower thresholds for

non-entertainment Neighborhood Impact Establishments (Ordinance No. 2012-3786), this 'prohibition' language under Section 142-302 (Main Permitted Uses) was deleted, but was not added to Section 142-305 (Prohibited Uses).

In order to correct this oversight, the proposed Ordinance would add 'bars, dance halls and entertainment establishments' to the list of prohibited uses in the Sunset Harbour neighborhood.

PLANNING BOARD REVIEW
The Planning Board reviewed the proposed Ordinance on October 27, 2015 and transmitted it to the City Commission with a favorable recommendation (Vote of 6-1).

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.

UPDATE
On October 21, 2015, the City Commission approved the attached ordinance at First Reading and scheduled a Second Reading Public Hearing for December 9, 2015.

CONCLUSION
The Administration recommends that the City Commission adopt the Ordinance.

JLM/SMT/TRM
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SUNSET HARBOUR CD-2 ENTERTAINMENT PROHIBITION

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, FLORIDA BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS", ARTICLE II, "DISTRICT REGULATIONS," DIVISION 5, "CD-2 COMMERCIAL MEDIUM INTENSITY DISTRICT," AT SECTION 142-305, "PROHIBITED USES," BY ADDING BARS, DANCE HALLS, AND ENTERTAINMENT ESTABLISHMENTS AS PROHIBITED USES WITHIN THE CD-2, SUNSET HARBOUR NEIGHBORHOOD, GENERALLY BOUNDED BY PURDY AVENUE, 20TH STREET, ALTON ROAD AND DADE BOULEVARD; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; APPLICABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the Sunset Harbour neighborhood is comprised of a mix of residential and commercial uses all in close proximity; and

WHEREAS, stand-alone bars, entertainment establishments and dance halls are incompatible with the low scale character of the Sunset Harbour neighborhood, located within the CD-2, Commercial Medium Intensity District, generally bounded by Purdy Avenue, 20th Street, Alton Road and Dade Boulevard; and

WHEREAS, on December 12, 2012, the City Commission adopted Ordinance No. 2012-3786, which inadvertently removed bars, dance halls, and entertainment establishments from the list of prohibited uses in the Sunset Harbour neighborhood;

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 5, "CD-2, Commercial, Medium Intensity District," is hereby amended as follows:

Sec. 142-305. - Prohibited uses.

The prohibited uses in the CD-2 commercial, medium intensity district are accessory outdoor bar counters, except as provided in this division. Except as otherwise provided in these land development regulations, prohibited uses in the CD-2 commercial medium intensity district in the Sunset Harbour Neighborhood, generally bounded by Purdy Avenue, 20th Street, Alton Road and Dade Boulevard, also include outdoor entertainment establishments, neighborhood impact establishments, ~~and~~ open air entertainment establishments, bars, dance halls, and entertainment establishments (as defined in section 114-1 of this 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 re-numbered or re-lettered 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
AND FOR EXECUTION

11/19/15
City Attorney Date

First Reading: October 21, 2015
Second Reading: December 9, 2015

Verified By: _____
Thomas R. Mooney, AICP
Planning Director

[Sponsored by Commissioner Joy Malakoff]

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MIAMIBEACH

CITY OF MIAMI BEACH

ORDINANCE AMENDING ZONING DISTRICTS AND REGULATIONS TO ADD BARS, DANCE HALLS, AND ENTERTAINMENT ESTABLISHMENTS AS PROHIBITED USES WITHIN THE CD-2, SUNSET HARBOUR NEIGHBORHOOD NOTICE OF PUBLIC HEARING

December 9, 2015

NOTICE IS HEREBY given that a Second Public Hearing will be heard by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **December 9, 2015 at 10:25 a.m.**, or as soon thereafter as the matter can be heard, to consider:

An Ordinance Amending The Code Of The City Of Miami Beach, Florida By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 5, "CD-2 Commercial Medium Intensity District," At Section 142-305, "Prohibited Uses," By Adding Bars, Dance Halls, And Entertainment Establishments As Prohibited Uses Within The CD-2, Sunset Harbour Neighborhood, Generally Bounded By Purdy Avenue, 20th Street, Alton Road And Dade Boulevard; Providing For Codification; Repealer; Severability; Applicability; 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, 1st 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, 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.

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Rafael E. Granado, City Clerk
City of Miami Beach

Ad 1106

MIAMIBEACH

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 **Wednesday, December 9, 2015**, at the times listed, or as soon thereafter as the matter can be heard:

10:15 a.m.
An Ordinance Amending Chapter 82 Of The Code Of The City Of Miami Beach, Entitled "Public Property," By Amending Article IV, Entitled "Uses In Public Rights-Of-Way," By Amending Division 5, Entitled "Sidewalk Cafes," By Amending Subdivision II, Entitled "Permit," By Amending Section 82-381 Thereof, Entitled "Permitted Areas; Conditional Permit; City Manager's Right To Remove Sidewalk Cafes," By Requiring Display Of Prices For Food And Drink Menu Items Or Any Food And Drink Menu Specials, And Establishing A Notice Provision To Customers Regarding Any Automatic Gratuity Or Service Charge By The Operator Of The Sidewalk Café; By Amending Section 82-382 Thereof, Entitled "Application," Mandating That A Sidewalk Café Application Be Denied For Failure To Have Food And Drink Menus Which Includes Prices For Food And Drink Menu Items, Food And Drink Menu Specials, Or Notification Of Any Automatic Gratuity Or Service Charge Imposed By The Sidewalk Café Operator; By Amending Section 82-385 Thereof, Entitled "Minimum Standards, Criteria, And Conditions For Operation Of Sidewalk Cafes," By Prohibiting A Sidewalk Café To Operate Without Food And Drink Menus Which Show The Pricing For Any Food And Drink Menu Item Or Food And Drink Menu Special, And Fail To Notify Customers Of Any Automatic Gratuity Or Service Charge Imposed By The Sidewalk Café Operator; 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.*

10:20 a.m.
An Ordinance Amending Chapter 106 Of The Miami Beach City Code, Entitled "Traffic And Vehicles," By Amending Article II, Entitled "Metered Parking," By Amending Division 1, Entitled "Generally," By Amending Section 106-47, Entitled "Freight, Commercial, And Passenger Curb Loading Zones; Hours, Deliveries"; By Deleting Subsection (c), (d) And (e); By Amending Subsection (b) To Require Property Owners And Businesses To Confirm Compliance With Subsection (g) For Commercial Motor Vehicles Deliveries And Services; By Prohibiting Deliveries Or Services For Commercial Motor Vehicles That Fail To Comply With Subsections (f) Through (n); By Creating A New Subsection (d) And (e), Which Limits The Authority Of The Special Master; By Amending The Enforcement And Penalty Provisions For Violations Of Subsection (b); Providing For Codification, Repealer, Severability, And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470 and the Parking Department at 305.673.7505.*

10:25 a.m.
An Ordinance Amending The Code Of The City Of Miami Beach, Florida By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 5, "CD-2 Commercial Medium Intensity District," At Section 142-305, "Prohibited Uses," By Adding Bars, Dance Halls, And Entertainment Establishments As Prohibited Uses Within The CD-2, Sunset Harbour Neighborhood, Generally Bounded By Purdy Avenue, 20th Street, Alton Road And Dade Boulevard; Providing For Codification; Repealer; Severability; Applicability; And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

10:30 a.m.
An Ordinance Amending Miami Beach City Code Chapter 2 "Administration," Article VII "Standards Of Conduct," Division 5 "Campaign Finance Reform," Encompassing City Code Sections 2-487 "Prohibited Campaign Contributions By Vendors," City Code Section 2-488 "Prohibited Campaign Contributions By Lobbyists On Procurement Issues," City Code Section 2-489 "Prohibited Campaign Contributions By Real Estate Developers," And City Code Section 2-490 "Prohibited Campaign Contributions By Lobbyists On Real Estate Development Issues", By Providing That Commencing January 1, 2016, Members Of The City Commission Or Candidates For Said Offices Shall Be Prohibited From Either Directly Or Indirectly Soliciting, Accepting Or Depositing Any Campaign Contribution Regarding City Elected Office From A Vendor, Lobbyist On A Procurement Issue, Real Estate Developer, Or Lobbyist On A Real Estate Development Issue; Providing For Repealer, Severability, Codification, And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:31 a.m.
An Ordinance Amending Miami Beach City Code Chapter 2, Article VII, Division 5 Entitled "Campaign Finance Reform," By Adding Thereto Section 2-491 Entitled "Prohibited Lobbying By Campaign Consultants," Prohibiting Campaign Consultants And Certain Affiliated Persons Or Entities From Lobbying City Commission For 12 Months Subsequent To Swearing In Of Subject Elected Official(s), Establishing Definitions, And Limited Exemption; Providing For Repealer, Severability, Codification, And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:35 a.m.
A Resolution Accepting The Recommendation Of The City's Finance And Citywide Projects Committee, And Approving, Upon Second And Final Reading Of This Resolution And Following A Duly Noticed Public Hearing, A Ground Lease Agreement In The Form Attached To This Resolution, Between The City (Owner Or Landlord) And The Sabrina Cohen Foundation (Tenant), In Connection With The Use Of 5,100 Square Feet Of City-Owned Land, Located At Allison Park, Having A Street Address Of 6475 Collins Avenue (Premises), For A Term Of Ninety-Nine (99) Years, With No Renewal Options For The Purpose Of Developing A Wellness Center; And Waiving, By A 5/7th Vote, 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; And Further Waiving, By A 5/7th Vote, The Appraisal Requirement In Section 82-39(B) Of The City Code, Finding Such Waiver To Be In The Best Interest Of The City. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470; the Parks & Recreation Department at 305.673.7730 and/or the Department of Public Works at 305.673.7080.*

10:40 a.m.
A Resolution Adopting The First Amendment To The Capital Budget For Fiscal Year 2015/16. *Inquiries may be directed to the Budget & Performance Improvement Department at 305.673.7510.*

10:45 a.m.
A Resolution Adopting The First Amendment To The General Fund, Enterprise Fund, Internal Service Fund, And Special Revenue Fund Budgets For Fiscal Year 2015/16. *Inquiries may be directed to the Budget & Performance Improvement Department at 305.673.7510.*

10:50 a.m.
A Resolution Adopting The Amendment To The City Budget For Fiscal Year 2015/16. *Inquiries may be directed to the Budget & Performance Improvement Department at 305.673.7510.*

11:00 a.m.
A Resolution Approving, Following A Duly Noticed Public Hearing Pursuant To Sections 170.07 And 170.08, Florida Statutes, The Final Assessment Roll For The Special Assessment District Known As The Sunset Islands 3 & 4 Utility Improvement District, And Confirming Such Assessments As Legal, Valid, And Binding First Liens Upon The Property Against Which Such Assessments Are Made Until Paid. *Inquiries may be directed to the Capital Improvement Projects Department at 305.673.7071 and the Office of the City Attorney at 305.673.7470.*

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

Ad 1105

657

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MIAMIBEACH

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

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

FROM: **RAUL J. AGUILA**
CITY ATTORNEY

DATE: **DECEMBER 9, 2015**

SUBJECT: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH INCREASING STRINGENCY OF CITY OF MIAMI BEACH ETHICS LAWS BY AMENDING CITY CODE CHAPTER 2, ARTICLE VII "STANDARDS OF CONDUCT", DIVISIONS 5 THEREOF, TO PROHIBIT AS OF JANUARY 1, 2016 MEMBERS OF THE CITY COMMISSION AND CANDIDATES SEEKING SUCH OFFICE FROM DIRECTLY OR INDIRECTLY SOLICITING, ACCEPTING OR DEPOSITING CAMPAIGN CONTRIBUTIONS FROM A VENDOR, LOBBYIST ON A PROCUREMENT ISSUE, REAL ESTATE DEVELOPER OR LOBBYIST ON A REAL ESTATE DEVELOPMENT ISSUE.**

Pursuant to the request of former Commissioner Jonah Wolfson, the attached Ordinance was drafted for the purpose of strengthening the City of Miami Beach Code of Conduct's ethical standards for the City's elected officials and candidates seeking said Offices. This amendment to the City's ethics laws serves to augment the City's intent of good government.

Specifically, the Ordinance amends City Code Chapter 2, Article VII, Division 5, entitled "Campaign Finance Reform," by codifying substantive changes which will establish stricter ethics laws than currently exist under State or County ethics codes by providing that commencing upon the effective date of the Ordinance, members of the City Commission and any candidate seeking such Office shall be prohibited from directly or indirectly soliciting, accepting or depositing a campaign contribution, from a "vendor", "lobbyist on a procurement issue", "real estate developer" or "lobbyist on a real estate development issue", as said terms are defined in Chapter 2, Article VII, Division 5 of the Miami Beach City Code.

Agenda Item RSG
Date 12-9-15

The Ordinance was adopted on First Reading at the October 14, 2015 City Commission meeting, and scheduled for Second Reading and public hearing for December 9, 2015. The October 14, 2015 City Commission action further included the following:

- accepting an amendment by Commissioner Grieco to add a definition in the Ordinance for the term, "candidate," which definition is the same one provided for that term in Section 97.021(5), Florida Statutes;

- directing the City Attorney to retain a constitutional attorney to review the proposed Ordinance;

- scheduling and holding a public workshop to further review and discuss the proposed Ordinance; and

- accepting Commissioner Steinberg as the new sponsor of the Ordinance (since Commissioner Wolfson would be termed out of office prior to Second Reading).

As directed, the City Attorney's Office has retained a constitutional attorney, who is reviewing the proposed Ordinance. Since -- due to the run-off election -- the Mayor and three (3) new City Commissioners were not sworn in until November 23, 2015, a public workshop has not yet been scheduled. Finally, Commissioner Grieco has also requested to be identified as a sponsor of the Ordinance.

The City Attorney recommends that Second Reading/public hearing be opened and continued until such time as the requested public workshop may be scheduled and held. By that time, as well, the City's outside constitutional counsel will have reviewed the Ordinance.

RJA/mmm

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING MIAMI BEACH CITY CODE CHAPTER 2 "ADMINISTRATION", ARTICLE VII "STANDARDS OF CONDUCT", DIVISION 5 "CAMPAIGN FINANCE REFORM", ENCOMPASSING CITY CODE SECTIONS 2-487 "PROHIBITED CAMPAIGN CONTRIBUTIONS BY VENDORS", CITY CODE SECTION 2-488 "PROHIBITED CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES", CITY CODE SECTION 2-489 "PROHIBITED CAMPAIGN CONTRIBUTIONS BY REAL ESTATE DEVELOPERS", AND CITY CODE SECTION 2-490 "PROHIBITED CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON REAL ESTATE DEVELOPMENT ISSUES", BY PROVIDING THAT, COMMENCING UPON THE EFFECTIVE DATE OF THE ORDINANCE, MEMBERS OF THE CITY COMMISSION OR CANDIDATES FOR SAID OFFICES SHALL BE PROHIBITED FROM EITHER DIRECTLY OR INDIRECTLY SOLICITING, ACCEPTING OR DEPOSITING ANY CAMPAIGN CONTRIBUTION REGARDING CITY ELECTED OFFICE FROM A VENDOR, LOBBYIST ON A PROCUREMENT ISSUE, REAL ESTATE DEVELOPER, OR LOBBYIST ON A REAL ESTATE DEVELOPMENT ISSUE; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, as reflected by its prior adoption of legislation on the issue of Campaign Finance Reform, the Miami Beach City Commission has found and determined that legislation is necessary for the preservation of the integrity of representative democracy in the City of Miami Beach in order to prevent the appearance of undue influence and access to candidates and elected officials by contributors, and to address the potential for abuse associated with certain campaign contributions which unfairly influence elections and create the perception that public officials may be influenced by special interests; and

WHEREAS, pursuant to concerns expressed at recent meetings of the Miami Beach City Commission and among City residents and other members of the public questioning the ability of City Commission members to solicit City vendors under existing laws, the City Commission has determined that the potential (and certainly the perception) for undue influence and granting of *quid pro quo* favors exists arising from the donation of a political contribution and that the present ability of our elected officials and candidates to solicit and accept all such donations, whether directly or indirectly, creates an unacceptable appearance of conflict which undermines the confidence of the public in our municipal system of representative democracy; and

WHEREAS, the below legislation is thus presented as an amendment to the City's Code of Conduct in order to provide for stricter ethics laws than currently exist under State or County ethics codes, by prohibiting members of the City Commission or any candidate seeking such Office from directly or indirectly soliciting, accepting or depositing a campaign contribution from those donors found to be most involved in creating the appearance of corruption; said donors being "vendors," "lobbyists on a procurement issue," "real estate developers" or "lobbyists on a real estate development issue," as said terms are defined in Chapter 2, Article VII, Division 5, Sections 2-487 through 2-490 of the Miami Beach City Code; and

WHEREAS, by narrowly tailoring this legislation as stated above, the City Commission is pursuing its goal of re-instilling public faith and trust in the government, while accomplishing its legitimate, compelling government interest of maintaining public confidence in its elected officials and in avoiding appearances of public corruption stemming from the potentially improper influence and related potential unlawful quid pro occasioned by the solicitation and acceptance of the subject campaign contributions at issue hereinbelow from the subject class of prohibited donors.

NOW, THEREFORE, BE IT DULY ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AS FOLLOWS:

SECTION 1. That Miami Beach City Code Chapter 2 entitled "Administration," Article VII entitled "Standards of Conduct," Division 5 thereof entitled "Campaign Finance Reform," encompassing City Code Section 2-487 "Prohibited campaign contributions by vendors", City Code Section 2-488 "Prohibited campaign contributions by lobbyists on procurement issues", City Code Section 2-489 "Prohibited campaign contributions by real estate developers", and City Code Section 2-490 "Prohibited campaign contributions by lobbyists on real estate development issues", are all hereby amended in the following manner, upon the effective date of the ordinance, to read as follows:

Sec. 2-487. Prohibited campaign contributions by vendors.

A. *General.*

(1) (a) No vendor shall give a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of mayor or commissioner. Commencing on the effective date of this ordinance, all proposed city contracts, purchase orders, standing orders, direct payments, as well as requests for proposals (RFP), requests for qualifications (RFQ), requests for letters of interest (RFLI), or bids issued by the city, shall incorporate this section so as to notify potential vendors of the proscription embodied herein.

(b) i No candidate or campaign committee of a candidate for the offices of mayor or commissioner, or member of the City Commission, shall directly or indirectly solicit, accept[1] or deposit into such candidate's campaign account any campaign contribution ~~directly or indirectly~~ from a vendor. Candidates (or those acting on their behalf), as well as members of the City Commission, shall ensure compliance with this code section by confirming with the procurement division's city records (including City of Miami Beach website) to verify the vendor status of any potential donor.

ii For purposes of Subsection A(1)(b)i hereinabove, the term "indirectly solicit" shall include, but not be limited to, those instances in which a candidate for the offices of Mayor or Commissioner, or a member of the City Commission, solicits campaign contributions for a political committee which supports or opposes candidates for City elected office, regardless of whether said contribution is earmarked by the donor for a particular candidate for City elected office.

(2) A fine of up to $500.00 shall be imposed on every person who violates this section. Each act of soliciting, giving, accepting or depositing a contribution in violation of this section shall constitute a separate violation. All contributions deposited by a candidate in violation of this section shall be forfeited to the city's general revenue fund.

* * *

(4) As used in this section:

* * *

(d) The term "political committee" shall have the meaning ascribed to such term in Florida Statutes Ch. 106, as amended and supplemented.

(e) The term "candidate" shall have the meaning ascribed to such term in Florida Statutes, section 97.021(5), as amended and supplemented.

Sec. 2-488. Prohibited campaign contributions by lobbyists on procurement issues.

(1) No lobbyist on a present or pending solicitation for goods, equipment or services or on a present or pending award for goods, equipment or services prior to or upon execution of a contract, purchase order, standing order, direct payment, or

[1] This portion of the City's Campaign Finance Laws prohibiting direct or indirect solicitation or acceptance of certain campaign contributions, applicable to Code Sections 2-487 through and including 2-490, shall be effective as of January 1, 2016 in order to obviate issues of unlawful retroactive legislation.

purchasing card payment shall solicit for or give a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of mayor or commissioner. The term "lobbyist" shall not include those individuals who lobby on behalf of persons and/or entities in connection with their provision of goods, equipments or services not exceeding $1000,000 in a City of Miami Beach fiscal year wherein city commission action is not required.

* * *

(b) i. No candidate, or campaign committee of a candidate for the offices of mayor or commissioner, or member of the City Commission, shall directly or indirectly solicit, accept or deposit into such candidate's campaign account any campaign contribution ~~directly or indirectly~~ from a lobbyist subject to the provisions of this ordinance. Candidates (or those acting on their behalf), as well as members of the City Commission, shall ensure compliance with this code section by confirming with the city clerk's records to verify the lobbyist status of any potential donor.

ii. For purposes of Subsection (1)(b)i hereinabove, the term "indirectly solicit" shall include, but not be limited to, those instances in which a candidate for the offices of Mayor and Commissioner, or a member of the City Commission, solicits campaign contributions for a political committee which supports or opposes candidates for City elected office, regardless of whether said contribution is earmarked by the donor for a particular candidate for City elected office.

* * *

(3) A fine of up to $500.00 shall be imposed on every person who violates this section. Each act of soliciting, giving, accepting or depositing a contribution in violation of this section shall constitute a separate violation. All contributions deposited ~~received~~ by a candidate in violation of this section shall be forfeited to the city's general revenue fund.

* * *

(5) The term "political committee" shall have the meaning ascribed to such term in Florida Statutes Ch. 106, as amended and supplemented.

(6) The term "candidate" shall have the meaning ascribed to such term in Florida Statutes, section 97.021(5), as amended and supplemented.

Sec. 2-489. Prohibited campaign contributions by real estate developers.

A. *General.*

(1) (a) No real estate developer shall give a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of mayor or commissioner. Commencing on the February 15, 2003, all applications for development agreements and for changes in zoning map designation as well as future land use map changes shall incorporate this section so as to notify potential real estate developers of the proscription embodied herein

(b) i. No candidate, or campaign committee of a candidate for the offices of mayor or commissioner, or member of the City Commission, shall directly or indirectly solicit, accept or deposit into such candidate's campaign account any campaign contribution ~~directly or indirectly~~ from a real estate developer. Candidates (or those acting on their behalf), as well as members of the City Commission, shall ensure compliance with this code section by confirming with the city planning department's records (including City of Miami Beach website) to verify the real estate developer status of any potential donor.

ii. For purposes of Subsection A(1)(b)i hereinabove, the term "indirectly solicit" shall include, but not be limited to, those instances in which a candidate for the offices of Mayor or Commissioner, or a member of the City Commission, solicits campaign contributions for a political committee which supports or opposes candidates for City elected office, regardless of whether said contribution is earmarked by the donor for a particular candidate for City elected office.

(2) A fine of up to $500.00 shall be imposed on every person who violates this section. Each act of soliciting, giving, accepting or depositing a contribution in violation of this section shall constitute a separate violation. All contributions deposited by a candidate in violation of this section shall be forfeited to the city's general revenue fund.

* * *

(4) As used in this section:

* * *

(d) The term "political committee" shall have the meaning ascribed to such term in Florida Statutes Ch. 106, as amended and supplemented.

(e) The term "candidate" shall have the meaning ascribed to such term in Florida Statutes, section 97.021(5), as amended and supplemented.

Sec. 2-490. Prohibited campaign contributions by lobbyists on real estate development issues.

(1) No lobbyist on a pending application for a development agreement with the city, or application for change of zoning map designation or change to the city's future land use map shall solicit for or give a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of mayor or commissioner.

* * *

(b) i. No candidate, or campaign committee of a candidate for the offices of mayor or commissioner, or member of the City Commission, shall directly or indirectly solicit, accept or deposit into such candidate's campaign account any campaign contribution ~~directly or indirectly~~ from a lobbyist subject to the provisions of this section. Candidates (or those acting on their behalf), as well as members of the City Commission, shall ensure compliance with this code section by confirming with the city clerk's and planning department's records to verify the lobbyist status of any potential donor.

ii. For purposes of Subsection (1)(b)i hereinabove, the term "indirectly solicit" shall include, but not be limited to, those instances in which a candidate for the offices of Mayor or Commissioner, or a member of the City Commission, solicits campaign contributions for a political committee which supports or opposes candidates for City elected office, regardless of whether said contribution is earmarked by the donor for a particular candidate for City elected office.

* * *

(3) A fine of up to $500.00 shall be imposed on every person who violates this section. Each act of soliciting, giving, accepting or depositing a contribution in violation of this section shall constitute a separate violation. All contributions deposited ~~received~~ by a candidate in violation of this section shall be forfeited to the city's general revenue fund.

* * *

(7) The term "political committee" shall have the meaning ascribed to such term in Florida Statutes Ch. 106, as amended and supplemented.

(8) The term "candidate" shall have the meaning ascribed to such term in Florida Statutes, section 97.021(5), as amended and supplemented.

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, sentence, clause or phrase of this ordinance 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 this ordinance.

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 a 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 5. EFFECTIVE DATE.
This Ordinance shall take effect ten (10) days after its adoption.

PASSED and ADOPTED this _____ day of _____, 2015.

ATTEST:

_____
PHILIP LEVINE
MAYOR

_____
RAFAEL E. GRANADO
CITY CLERK

(Sponsored by Commissioners Micky Steinberg & Michael Grieco)

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 12-2-15
Date

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MIAMIBEACH

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 **Wednesday, December 9, 2015**, at the times listed, or as soon thereafter as the matter can be heard:

10:15 a.m.
An Ordinance Amending Chapter 82 Of The Code Of The City Of Miami Beach, Entitled "Public Property," By Amending Article IV, Entitled "Uses In Public Rights-Of-Way," By Amending Division 5, Entitled "Sidewalk Cafes," By Amending Subdivision II, Entitled "Permit," By Amending Section 82-381 Thereof, Entitled "Permitted Areas; Conditional Permit; City Manager's Right To Remove Sidewalk Cafes," By Requiring Display Of Prices For Food And Drink Menu Items Or Any Food And Drink Menu Specials, And Establishing A Notice Provision To Customers Regarding Any Automatic Gratuity Or Service Charge By The Operator Of The Sidewalk Café; By Amending Section 82-382 Thereof, Entitled "Application," Mandating That A Sidewalk Café Application Be Denied For Failure To Have Food And Drink Menus Which Includes Prices For Food And Drink Menu Items, Food And Drink Menu Specials, Or Notification Of Any Automatic Gratuity Or Service Charge Imposed By The Sidewalk Café Operator; By Amending Section 82-385 Thereof, Entitled "Minimum Standards, Criteria, And Conditions For Operation Of Sidewalk Cafes," By Prohibiting A Sidewalk Café To Operate Without Food And Drink Menus Which Show The Pricing For Any Food And Drink Menu Item Or Food And Drink Menu Special, And Fail To Notify Customers Of Any Automatic Gratuity Or Service Charge Imposed By The Sidewalk Café Operator; 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.*

10:20 a.m.
An Ordinance Amending Chapter 106 Of The Miami Beach City Code, Entitled "Traffic And Vehicles," By Amending Article II, Entitled "Metered Parking," By Amending Division 1, Entitled "Generally," By Amending Section 106-47, Entitled "Freight, Commercial, And Passenger Curb Loading Zones; Hours, Deliveries"; By Deleting Subsection (c), (d) And (e); By Amending Subsection (b) To Require Property Owners And Businesses To Confirm Compliance With Subsection (g) For Commercial Motor Vehicles Deliveries And Services; By Prohibiting Deliveries Or Services For Commercial Motor Vehicles That Fail To Comply With Subsections (f) Through (n); By Creating A New Subsection (d) And (e), Which Limits The Authority Of The Special Master; By Amending The Enforcement And Penalty Provisions For Violations Of Subsection (b); Providing For Codification, Repealer, Severability, And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470 and the Parking Department at 305.673.7505.*

10:25 a.m.
An Ordinance Amending The Code Of The City Of Miami Beach, Florida By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 5, "CD-2 Commercial Medium Intensity District," At Section 142-305, "Prohibited Uses," By Adding Bars, Dance Halls, And Entertainment Establishments As Prohibited Uses Within The CD-2, Sunset Harbour Neighborhood, Generally Bounded By Purdy Avenue, 20th Street, Alton Road And Dade Boulevard; Providing For Codification; Repealer; Severability; Applicability; And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

10:30 a.m.
An Ordinance Amending Miami Beach City Code Chapter 2 "Administration," Article VII "Standards Of Conduct," Division 5 "Campaign Finance Reform," Encompassing City Code Sections 2-487 "Prohibited Campaign Contributions By Vendors," City Code Section 2-488 "Prohibited Campaign Contributions By Lobbyists On Procurement Issues," City Code Section 2-489 "Prohibited Campaign Contributions By Real Estate Developers," And City Code Section 2-490 "Prohibited Campaign Contributions By Lobbyists On Real Estate Development Issues", By Providing That Commencing January 1, 2016, Members Of The City Commission Or Candidates For Said Offices Shall Be Prohibited From Either Directly Or Indirectly Soliciting, Accepting Or Depositing Any Campaign Contribution Regarding City Elected Office From A Vendor, Lobbyist On A Procurement Issue, Real Estate Developer, Or Lobbyist On A Real Estate Development Issue; Providing For Repealer, Severability, Codification, And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:31 a.m.
An Ordinance Amending Miami Beach City Code Chapter 2, Article VII, Division 5 Entitled "Campaign Finance Reform," By Adding Thereto Section 2-491 Entitled "Prohibited Lobbying By Campaign Consultants," Prohibiting Campaign Consultants And Certain Affiliated Persons Or Entities From Lobbying City Commission For 12 Months Subsequent To Swearing In Of Subject Elected Official(s), Establishing Definitions, And Limited Exemption; Providing For Repealer, Severability, Codification, And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:35 a.m.
A Resolution Accepting The Recommendation Of The City's Finance And Citywide Projects Committee, And Approving, Upon Second And Final Reading Of This Resolution And Following A Duly Noticed Public Hearing, A Ground Lease Agreement In The Form Attached To This Resolution, Between The City (Owner Or Landlord) And The Sabrina Cohen Foundation (Tenant), In Connection With The Use Of 5,100 Square Feet Of City-Owned Land, Located At Allison Park, Having A Street Address Of 6475 Collins Avenue (Premises), For A Term Of Ninety-Nine (99) Years, With No Renewal Options For The Purpose Of Developing A Wellness Center; And Waiving, By A 5/7th Vote, 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; And Further Waiving, By A 5/7th Vote, The Appraisal Requirement In Section 82-39(B) Of The City Code, Finding Such Waiver To Be In The Best Interest Of The City. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470; the Parks & Recreation Department at 305.673.7730 and/or the Department of Public Works at 305.673.7080.*

10:40 a.m.
A Resolution Adopting The First Amendment To The Capital Budget For Fiscal Year 2015/16. *Inquiries may be directed to the Budget & Performance Improvement Department at 305.673.7510.*

10:45 a.m.
A Resolution Adopting The First Amendment To The General Fund, Enterprise Fund, Internal Service Fund, And Special Revenue Fund Budgets For Fiscal Year 2015/16. *Inquiries may be directed to the Budget & Performance Improvement Department at 305.673.7510.*

10:50 a.m.
A Resolution Adopting The Amendment To The City Budget For Fiscal Year 2015/16. *Inquiries may be directed to the Budget & Performance Improvement Department at 305.673.7510.*

11:00 a.m.
A Resolution Approving, Following A Duly Noticed Public Hearing Pursuant To Sections 170.07 And 170.08, Florida Statutes, The Final Assessment Roll For The Special Assessment District Known As The Sunset Islands 3 & 4 Utility Improvement District, And Confirming Such Assessments As Legal, Valid, And Binding First Liens Upon The Property Against Which Such Assessments Are Made Until Paid. *Inquiries may be directed to the Capital Improvement Projects Department at 305.673.7071 and the Office of the City Attorney at 305.673.7470.*

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

Ad 1105

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

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

FROM: **RAUL J. AGUILA**
CITY ATTORNEY

DATE: **DECEMBER 9, 2015**

SUBJECT: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING MIAMI BEACH CITY CODE CHAPTER 2, ARTICLE VII, DIVISION 5 ENTITLED "CAMPAIGN FINANCE REFORM," BY ADDING THERETO SECTION 2-491 ENTITLED "DISCLOSURE OF SOLICITATION", REQUIRING ANY CANDIDATE OR CAMPAIGN COMMITTEE OF A CANDIDATE FOR THE OFFICES OF MAYOR OR COMMISSIONER OR MEMBER OF THE CITY COMMISSION WHO, ON BEHALF OF A POLITICAL COMMITTEE WHICH SUPPORTS OR OPPOSES CANDIDATES FOR ELECTED CITY OFFICE, SOLICITS CAMPAIGN CONTRIBUTIONS FOR CITY ELECTED OFFICE FROM A VENDOR, LOBBYIST ON A PROCUREMENT ISSUE, REAL ESTATE DEVELOPER AND/OR LOBBYIST ON A REAL ESTATE DEVELOPMENT ISSUE, TO DISCLOSE THE DATE OF SOLICITATION AS WELL AS NAME AND CONTRIBUTION AMOUNTS OF ANY INDIVIDUAL WHO WAS SOLICITED, DISCLOSURE TO BE FILED IN CITY CLERK'S OFFICE.**

Pursuant to the request of former Commissioner Deede Weithorn, the attached Ordinance was been drafted for the purpose of amending the City's Campaign Finance laws so as to include therein a requirement for public disclosure by the City's elected officials and candidates for said office and their campaign committees of any solicitation by them of vendors, real estate developers, and their respective lobbyists (as said terms are defined in City Code Sections 2-487 through 2-490) for campaign contributions, as otherwise permitted by the City Code. This amendment to the City's ethics laws serves to augment the City's intent of good government.

Agenda Item R5H
Date 12-9-15

The proposed Ordinance was discussed at the October 14, 2015 City Commission meeting; at that time, the City Commission moved to open and continue First Reading of the Ordinance to the December 9, 2015 City Commission meeting. Additionally, since Commissioner Weithorn is now termed out of office, Commissioners Steinberg and Grieco are the sponsors of the Ordinance.

RJA/mmm

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING MIAMI BEACH CITY CODE CHAPTER 2, ARTICLE VII, DIVISION 5 ENTITLED "CAMPAIGN FINANCE REFORM," BY ADDING THERETO SECTION 2-491 ENTITLED "DISCLOSURE OF SOLICITATION", REQUIRING ANY CANDIDATE OR CAMPAIGN COMMITTEE OF A CANDIDATE FOR THE OFFICES OF MAYOR OR COMMISSIONER OR MEMBER OF THE CITY COMMISSION WHO, ON BEHALF OF A POLITICAL COMMITTEE WHICH SUPPORTS OR OPPOSES CANDIDATES FOR ELECTED CITY OFFICE, SOLICITS CAMPAIGN CONTRIBUTIONS FOR CITY ELECTED OFFICE FROM A VENDOR, LOBBYIST ON A PROCUREMENT ISSUE, REAL ESTATE DEVELOPER AND/OR LOBBYIST ON A REAL ESTATE DEVELOPMENT ISSUE, TO DISCLOSE THE DATE OF SOLICITATION AS WELL AS NAME AND CONTRIBUTION AMOUNTS OF ANY INDIVIDUAL WHO WAS SOLICITED, DISCLOSURE TO BE FILED IN CITY CLERK'S OFFICE.

WHEREAS, in *Citizens United*[1], the Supreme Court of the United States endorsed disclosure reporting requirements for political speech as a matter of sound public policy, finding that: "The First Amendment protects political speech; and disclosure permits citizens and shareholders to react to the speech of corporate entities in a proper way. This transparency enables the electorate to make informed decisions and give proper weight to different speakers and messages"[2]; and

WHEREAS, the Supreme Court has further affirmed that disclosure requirements appear to be the least restrictive means of "curbing the evils of campaign ignorance and corruption..."; and

WHEREAS, pursuant to concerns expressed at recent meetings of the Miami Beach City Commission and among City residents and other members of the public questioning certain City Commission members' solicitation of City vendors, the City Commission has determined that public disclosure of such solicitation and the solicitation of other classes of donors that present the greatest threat of actual or perceived quid pro quo (i.e., lobbyists for procurement matters, real estate developers, and lobbyists on real estate development issues[3]) by the City's elected officials and candidates for said office (which solicitation is otherwise permitted under existing law) is vital to address concerns of perceived undue influence and quid pro quo, thus reinforcing the confidence of the public in our municipal system of representative democracy.

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[1] *Citizens United v. Federal Election Commission*, 558 U.S. 310 (2010).

[2] Id. at 371.

[3] Term definitions at Subsection B(1), hereinbelow.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Miami Beach City Code Chapter 2, Article VII, Division 5 entitled "Campaign Finance Reform," is hereby amended by adding the following City Code Section 2-491 entitled "Disclosure of Solicitation" to read as follows:
Sec. 2-491. Disclosure of Solicitation.

A. Disclosure.

Any candidate or campaign committee of a candidate for the offices of mayor or commissioner, or member of the City Commission, who solicits campaign contributions for a City elected office from a vendor, lobbyist on a procurement issue, real estate developer and/or lobbyist on a real estate development issue, on behalf of a political committee which supports or opposes candidates for City office shall disclose, on a form created by the City Clerk's Office, the date of solicitation, and the name and contribution amounts of any individual who was solicited for such contribution. The form shall be filed in the City Clerk's Office for public inspection within 5 days from the date in which the subject solicitation occurred.

B. Definitions.

(1) The terms "vendor", "lobbyist on a procurement issue", "real estate developer" or "lobbyist on a real estate development issue", shall have the meaning ascribed to such terms in Chapter 2, Article VII, Division 5 of the Miami Beach City Code.

(2) "Candidate" shall have the meaning ascribed to such term in Florida Statutes, Section 97.021(5), as amended and supplemented.

(3) "Contribution" shall have the meaning ascribed to such term in Florida Statutes, Chapter 106, as amended and supplemented.

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, sentence, clause or phrase of this ordinance 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 this ordinance.

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 a 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 5. EFFECTIVE DATE.

This Ordinance shall take effect ten (10) days after its adoption.

PASSED and ADOPTED this _____ day of _____, 2015.

ATTEST:

_____
PHILIP LEVINE
MAYOR

_____
RAFAEL E. GRANADO
CITY CLERK

(Sponsored by Commissioners Micky Steinberg & Michael Grieco)

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney — Date 12-2-15

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COMMISSION ITEM SUMMARY

Condensed Title:

An Ordinance Amending Chapter 82, "Public Property," Article Vii, "Art In Public Places", Division 4, "Procedures," At Section 82-612, "Selection Of Artists And Works Of Art," In Order To Amend The Procedures For Selecting Artists; Providing For Codification; Repealer; Severability, And An Effective Date.

Key Intended Outcome Supported:

Streamline the Delivery of Services Through All Departments.

Supporting Data (Surveys, Environmental Scan, etc The City's efforts to meet residents' expectations in delivering services dropped from 67% in 2012 to 58% in 2014.

Item Summary/Recommendation:

FIRST READING

On October 14, 2015, at the request of Commissioner Malakoff, the City Commission directed city staff to prepare an ordinance amendment that would streamline the review and approval process for Art in Public Places. The City Code currently requires the selected work of public art to be reviewed twice by either the Historic Preservation Board or Design Review Board, which are reviewing the work of art solely in an advisory capacity.

In the course of its review of the Art In Public Places ("AIPP") Ordinance set forth in Sections 82-561 through 82-612 of the City Code, the Administration and the Commission have identified duplication in the review process for approval of AIPP works. The City desires to streamline the AIPP procedures so as to not unnecessarily burden the Administration or the City's AIPP artists with the requirement of attending multiple meetings and additional costs related thereto.

This amendment requires the City's AIPP-selected artists to only appear once before the Historic Preservation Board or the Design Review Board, and clarifies the City Code to reflect that the City Commission makes all findings, selection and conditions to be imposed upon the artwork, artist or location, as either board is advisory to the City Commission, which makes the ultimate determinations with respect to AIPP works.

The Administration recommends that the City Commission approve the attached ordinance amendment at First Reading, and schedule a Second Reading Public Hearing for the first meeting in January in 2016.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1		
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:

Max Sklar

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

AGENDA ITEM R5I

DATE 12-9-15

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: December 9, 2015 **FIRST READING**

SUBJECT: **ART IN PUBLIC PLACES REVIEW PROCESS**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CITY CODE, BY AMENDING CHAPTER 82, "PUBLIC PROPERTY," ARTICLE VII, "ART IN PUBLIC PLACES", DIVISION 4, "PROCEDURES," AT SECTION 82-612, "SELECTION OF ARTISTS AND WORKS OF ART," IN ORDER TO AMEND THE PROCEDURES FOR SELECTING ARTISTS; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY, AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission approve the attached ordinance amendment at First Reading, and schedule a Second Reading Public Hearing for the first meeting in January in 2016.

BACKGROUND

On October 14, 2015, at the request of Commissioner Malakoff, the City Commission directed city staff to prepare an ordinance amendment that would streamline the review and approval process for Art in Public Places. The City Code currently requires the selected work of public art to be reviewed twice by either the Historic Preservation Board or Design Review Board, which are reviewing the work of art solely in an advisory capacity.

ANALYSIS

In the course of its review of the Art In Public Places ("AIPP") Ordinance set forth in Sections 82-561 through 82-612 of the City Code, the Administration and the Commission have identified duplication in the review process for approval of AIPP works. The City desires to streamline the AIPP procedures so as to not unnecessarily burden the Administration or the City's AIPP artists with the requirement of attending multiple meetings and additional costs related thereto.

This amendment requires the City's AIPP-selected artists to only appear once before the Historic Preservation Board or the Design Review Board, and clarifies the City Code to reflect that the City Commission makes all findings, selection and conditions to be imposed upon the artwork, artist or location, as either board is advisory to the City Commission, which makes the ultimate determinations with respect to AIPP works.

This amendment is to Chapter 82 and not to Chapter 118, and therefore does not implicate Section 1.06 of the City Charter, which provides that "[a]ny change to City Code Chapter 118, Article II, Division 4, "Historic Preservation Board," or City Code Chapter 118, Article X, Divisions 1—4, "Historic Preservation," which, whether through amendment, exemption, repeal, or otherwise, reduces the powers and duties of the City's Historic Preservation Board, or creates less stringent historic preservation standards or regulations, shall, before becoming effective be approved by a majority of the voters in a Citywide referendum". This amendment to Chapter 82, does not change the powers of the Historic Preservation Board, found in Chapter 118, and does not create less stringent historic preservation standards or regulations. This amendment to Chapter 82 clearly delineates the advisory role of the Historic Preservation Board to the City Commission, which has the ultimate ability to select the artist, the art work, and location for the art to be placed in a public space.

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.

CONCLUSION

The Administration recommends that the City Commission approve the attached ordinance amendment at First Reading, and schedule a Second Reading Public Hearing for the first meeting in January in 2016.

JLM/KGB/MAS
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ART IN PUBLIC PLACES REVIEW PROCESS

ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CITY CODE, BY AMENDING CHAPTER 82, "PUBLIC PROPERTY," ARTICLE VII, "ART IN PUBLIC PLACES", DIVISION 4, "PROCEDURES," AT SECTION 82-612, "SELECTION OF ARTISTS AND WORKS OF ART," IN ORDER TO AMEND THE PROCEDURES FOR SELECTING ARTISTS; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach recognizes the importance of publicly accessible art and the role public art plays in enhancing public and capital projects; and

WHEREAS, in the course of its review of the Art In Public Places ("AIPP") Ordinance set forth in Sections 82-561 through 82-612 of the City Code, the Administration and the Commission have identified duplication in the review process for approval of AIPP works; and

WHEREAS, the City desires to streamline the AIPP procedures so as to not unnecessarily burden the Administration or the City's AIPP artists with the requirement of attending multiple meetings and additional costs related thereto; and

WHEREAS, this amendment requires the City's AIPP-selected artists to only appear once before the Historic Preservation Board or the Design Review Board (the "Board"), and clarifies the City Code to reflect that the City Commission makes all findings, selection and conditions to be imposed upon the artwork, artist or location, as either Board is advisory to the City Commission, which makes the ultimate determinations with respect to AIPP works; and

WHEREAS, this amendment is to Chapter 82 and not to Chapter 118, and therefore does not implicate Section 1.06 of the City Charter, which provides that "[a]ny change to City Code Chapter 118, Article II, Division 4, "Historic Preservation Board," or City Code Chapter 118, Article X, Divisions 1—4, "Historic Preservation," which, whether through amendment, exemption, repeal, or otherwise, reduces the powers and duties of the City's Historic Preservation Board, or creates less stringent historic preservation standards or regulations, shall, before becoming effective be approved by a majority of the voters in a Citywide

referendum"; and

WHEREAS, this amendment to Chapter 82, does not change the powers of the Historic Preservation Board, found in Chapter 118, and does not create less stringent historic preservation standards or regulations; and

WHEREAS, this amendment to Chapter 82 clearly delineates the advisory role of the Historic Preservation Board and Design Review Board to the City Commission, which has the ultimate ability to select the artist, the art work, and location for the art to be placed in a public space; 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 82, "Public Property," Article VII, "Art In Public Places", Division 4, "Procedures," at Section 82-612 is hereby amended as follows:

* * *

Sec. 82-612. - Selection of artists and works of art.

(a) When the art in public places committee recommends a particular city construction project or existing site as being appropriate for art in public places, the committee shall also recommend to the city commission one of the following means of obtaining the works of art:

(1) *Open entry competition.* Through appropriate advertisement all artists are invited to enter into competition for a commission to create a work of art for the site. The amount to be paid for the works of art shall be determined by the city commission after considering the committee's recommendation. Artists may be asked to submit slides of their past work, resumes, letters of intent related to the specific project or specific proposals for the project under review.

(2) *Limited entry competition.* A limited number of artists are invited to compete as set forth in subsection (a)(1) of this section.

(3) *Direct selection of the artist.* An artist or several artists may be selected to develop a proposal for the project or produce the desired works of art.

(4) *Direct purchase of existing works of art.* A completed work of art is purchased. No more than ten percent of the costs of the work of art may go to a dealer or agent.

(b) In the case of a limited competition or a direct selection, an artist may be asked to develop a proposal for a specific project. If asked to develop a proposal, an artist may be paid a proposal fee on the basis of an approved fee schedule. This schedule shall be determined by the committee after consultation and approval by the city manager and shall consist of a sliding schedule based upon the total project commission. However, in general no more than five percent of the total art in public places allocation for a project should be paid in proposal fees to artists.

(c) The committee may recommend the appointment of a professional advisory committee to assist with selection of works of art or artists for a particular project. Selection of a professional advisory committee shall be by the art in public places committee and confirmed by the city commission. Reasonable expenses incurred by the professional advisory committee may be reimbursed from the fund in accordance with rates approved in advance by the art in public places committee and the city manager.

(d) The art in public places committee shall consider the recommendations of the professional advisory committee in selecting works of art for particular city construction projects or existing sites.

(e) Construction of selected works of art. Where the selected work of art requires construction management, construction shall be managed by the city manager's designee.

(f) Selection of artists, sculptors, craftsmen, and professional advisory committee's review of designs and choice and acceptance of works of art shall be by the art in public places committee and must have approval of the city commission. All agreements made pursuant to this article shall be authorized by the city commission.

(g) In selecting/approving works of art, the art in public places committee and/or professional advisory committee and city commission shall consider the following criteria:
   (1) Appropriateness to the city construction project or existing site.
   (2) Maintenance requirements.
   (3) Quality of the work.
   (4) Likeliness that the artist can complete the work within available funding.
   (5) Reflection of enduring artistic concepts, rather than transitory ones.
   (6) History of the artist in terms of completion of works on time.

(h) In obtaining the advice of the design review board, or historic preservation board, whichever has jurisdiction over the matter based on the location of the proposed project, according to such board's normal application and review procedures, the staff of the art in public places committee shall present the proposal to such boards ~~twice; first, conceptually and prior to the selection of an artist or work, and second~~, prior to submittal of a final recommendation by the art in public places committee to the city commission. ~~At the time of the board's first review, the boards may impose binding criteria, subject to later reconsideration, on the following matters: location, size, footprint, massing, and relationship to context, including the establishment of a range of acceptable materials~~.

SECTION 2. R EPEALER.

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 11/18/15
Date

First Reading: _____, 2016
Second Reading: _____, 2016

Verified By: _____
Thomas R. Mooney, AICP
Planning Director

Underline = new language
~~Strikethrough~~ = deleted language
(Commissioner Joy Malakoff)

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Condensed Title:

An Ordinance amending Chapter 118 of the Land Development Regulations of the City Code to provide minimum standards and requirements for the submission of traffic studies for development applications reviewed by the design review and historic preservation boards.

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 add development threshold standards for the mandatory submission of traffic studies for certain projects reviewed by the design review and historic preservation boards.

On July 29, 2015, the Land Use and Development Committee recommended in favor of the ordinance and that the City Commission refer the attached Ordinance Amendment to the Planning Board.

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 3) schedule a Second Reading Public Hearing for January ___, 2016.

Advisory Board Recommendation:

On October 27, 2015, the Planning Board reviewed the proposed Ordinance and transmitted it to the City Commission with a favorable recommendation (Vote of 7-0).

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 12-9-15

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: December 9, 2015 **FIRST READING**

SUBJECT: **Ordinance Amendment – Traffic Study Requirements**

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 118, "ADMINISTRATION AND REVIEW PROCEDURES," ARTICLE VI, "DESIGN REVIEW PROCEDURES," AT SECTION 118-253, BY INCLUDING APPLICATION REQUIREMENTS FOR DESIGN REVIEW BOARD APPLICATIONS, TO INCLUDE THRESHOLD REQUIREMENTS FOR THE SUBMISSION OF TRAFFIC STUDIES, AND BY AMENDING CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES," ARTICLE X, "HISTORIC PRESERVATION," DIVISION 3, "ISSUANCE OF CERTIFICATE OF APPROPRIATENESS TO DIG / CERTIFICATE OF APPROPRIATENESS FOR DEMOLITION," AT SECTION 118-562, BY INCLUDING THRESHOLD REQUIREMENTS FOR THE SUBMISSION OF TRAFFIC STUDIES FOR HISTORIC PRESERVATION BOARD APPLICATIONS; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission approve the attached ordinance at First Reading and schedule a Second Reading Public Hearing for January ___, 2016.

BACKGROUND

On June 10, 2015, at the request of Commissioner Micky Steinberg, the City Commission referred this item to the Land Use and Development Committee and the Neighborhoods Committee (Item C4H). On June 17, 2015, the Land Use Committee directed the Administration to draft an Ordinance establishing broader requirements for the submission of traffic studies, and continued the matter to July 29, 2015.

On July 29, 2015 the Land Use Committee discussed the item and continued it to the September 9, 2015 meeting. The Committee also recommended that the City Commission refer the item to the Planning Board. On September 2, 2015, the City Commission referred the subject Ordinance to the Planning Board (Item C4B).

On September 9, 2015, the Land Use Committee discussed the item and continued the matter to October 7, 2015, in order for the Administration to provide threshold traffic study standards for the

Ordinance. On October 7, 2015, the Land Use and Development Committee endorsed the threshold standards proposed herein.

ANALYSIS

As part of the planning process for approval of private development projects, the City Code requires that, under certain conditions, the applicant prepare a traffic impact study for approval by the City. Below are excerpts from the City Code related to the provision of traffic studies in relation to applications reviewed by the Planning Department:

Sec. 118-6. - Use of, and cost recovery for, consultants for applications for development approval.

(a) *Purpose and summary.* The City Commission declares that new procedures are required to provide for preparation and review of traffic and other technical studies and/or reports to restore and instill confidence in the development approval process. Further, such new procedures are necessary to confirm that adverse effects of development are adequately evaluated for property owners, citizens, residents and taxpayers in the City of Miami Beach. The new procedures will provide for the creation and maintenance of an approved list of qualified consultants to provide impartial expertise for preparation and/or review of studies and reports required for assessment of impacts of applications for development approval, upon which applicants for development approval, affected citizens, and the city can rely.

(d) *Requirements for selection of a city consultant and procedures for payment.* Prior to the applicant submitting an application for development approval, the applicant shall meet with city staff to determine the types of studies and/or reports required for the proposed project, as well as the methodology to be followed as part of the production of the study.

(1) When an applicant is required to submit, as part of an application for development approval, a traffic or any other technical study and/or report, the applicant may elect either:

A. To authorize the city to commission the study/report, to be prepared by a city-approved consultant selected by city staff from the approved list maintained by the procurement division; or

B. To prepare a required study/report using its own consultant.

The process described as part of the City Code has been recently modified to expedite the peer review process. Under the current process for Planning Board applications, the applicant retains a traffic engineering consultant who attends the pre-application meeting with City staff in order to discuss the methodology of the traffic study, prior to submittal. The City has a peer reviewer under contract to provide review of all traffic studies related to Planning Board Conditional Use applications.

At the pre-application meeting, the traffic study methodology is discussed and developed. Subsequent to the pre-application meeting, the applicant's traffic engineering consultant will submit to the City the written study methodology for approval prior to initiating the production of the study. At this meeting, the applicant is also informed of the cost of the peer review. A check in the amount indicated must be submitted to the City prior to initiating the peer review process.

Once a traffic study is submitted to the City as part of the Planning Board application, a copy is sent to the peer reviewer for review and comments. Within seven (7) days after receiving the traffic

studies, city Transportation staff submits comments to the applicant. These comments are also coordinated with the peer reviewer.

The goal is to address all traffic/transportation issues related to a development project at least 20 days prior to the Planning Board meeting. After all the traffic related issues have been addressed, the Transportation Department submits a memorandum with recommendations to the Planning Department. The Planning Department takes the transportation considerations into account in making a recommendation to the Planning Board, including adding specific conditions of approval if needed.

In many instances development projects are required to obtain both Conditional Use approval (from the Planning Board), as well as either Design Review Board or Historic Preservation Board approval. In these instances traffic impacts are addresses as part of the Planning Board application review.

Unlike Planning Board applications, Historic Preservation Board (HPB) and Design Review Board (DRB) applications follow a different review process. In general, the traffic impact resulting from a private development project is not a consideration in HPB and DRB applications. Thus, projects approved by the HPB and DRB are currently not required to conduct a traffic impact study as part of the initial Board review. As part of the Building Permit review process, the City can require that a traffic impact study be submitted. However at this point the permit plans have been fully developed and modifications to the plans can come at great expense to the applicant.

PROPOSED REQUIREMENTS

Planning and Transportation Departments have put together draft thresholds under which applications to the DRB and HPB would be required to submit a traffic impact study. While the level of review would not be as intense as the current process required as part of a Planning Board application, it would provide a sufficient level of assessment by the Transportation and Planning Departments in order to identify any major concerns or issues with an application, which could be addressed early in the development review process.

In the attached draft ordinance, the sections of the Land Development Regulations that would be best suited for DRB and HPB required traffic studies have been identified, as well as the specific thresholds for mandating the submission of a traffic study for these particular boards. Specifically, the following new language is proposed for both the DRB and HPB submission requirements:

(1) Transportation Study and Mitigation Plan, which shall include strategies to mitigate traffic generated by the development, and shall encourage the use of alternative modes of transportation, in accordance with the following:

a. A traffic circulation analysis and plan, prepared by a Professional Traffic Engineer registered in the State of Florida, which details the impact of projected traffic on the immediate neighborhood and how this impact is to be mitigated, shall be required in the following instances:

1. Within the City's Transportation Concurrency Management Areas (TCMA's), as amended from time to time, all new development projects exceeding 5,000 gross square feet.
2. Development projects that propose new floor area or an increase in floor area, and are located within a ½ mile radius from any roadway segment with a level of service E or F.

b. *Developments excluded from performing a Transportation Study and Mitigation Plan are limited to:*

1. *Single family homes.*
2. *Multi-family projects (exclusive of mixed-use projects) with less than 5 units or 15,000 gross square feet.*

PLANNING BOARD REVIEW

On October 27, 2015, the Planning Board transmitted the proposed ordinance amendment to the City Commission with a favorable recommendation (PB File No. 2289).

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 approve the attached ordinance at First Reading and schedule a Second Reading Public Hearing for January ___, 2016.

JLM/SMT/TRM

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TRAFFIC STUDY REQUIREMENTS

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 118, "ADMINISTRATION AND REVIEW PROCEDURES," ARTICLE VI, "DESIGN REVIEW PROCEDURES," AT SECTION 118-253, BY INCLUDING APPLICATION REQUIREMENTS FOR DESIGN REVIEW BOARD APPLICATIONS, TO INCLUDE THRESHOLD REQUIREMENTS FOR THE SUBMISSION OF TRAFFIC STUDIES, AND BY AMENDING CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES," ARTICLE X, "HISTORIC PRESERVATION," DIVISION 3, "ISSUANCE OF CERTIFICATE OF APPROPRIATENESS TO DIG / CERTIFICATE OF APPROPRIATENESS FOR DEMOLITION," AT SECTION 118-562, BY INCLUDING THRESHOLD REQUIREMENTS FOR THE SUBMISSION OF TRAFFIC STUDIES FOR HISTORIC PRESERVATION BOARD APPLICATIONS; 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 currently has in place policies and procedures as part of the planning process for review of traffic impacts from private development projects; and

WHEREAS, although the Planning Board as part of the Conditional Use process reviews and evaluates traffic impacts from development, currently the Design Review Board and Historic Preservation do not generally consider the traffic impact resulting from a private development project; and

WHEREAS, it is in the best interest of the City to consider and evaluate traffic impacts and mitigation measures from development projects even when a Conditional Use review and approval from the Planning Board is not required; and

WHEREAS, the City desires to establish certain threshold requirements for the submission of traffic impact studies for Design Review Board and Historic Preservation Board applications; and

WHEREAS, the Planning Board, at its meeting dated October 27, 2015, by a vote of 7-0 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 Section 118-253, "Application for design review", is hereby amended as follows:

Sec. 118-253. - Application for design review.

(a) The applicant shall obtain a design review application from the planning department, which shall be responsible for the overall coordination and administration of the design review process. When the application is complete, the planning department shall place the application on the agenda and prepare a recommendation to the design review board. The planning department shall determine the date on which the application will be heard by the board; however, the board shall consider the application and planning department recommendation at the next available meeting date after the submission of a completed application to the planning department.

* * *

(d) All applications involving demolition, new building construction, alteration, rehabilitation, renovation, restoration or any other physical modification of any building, structure, improvement, landscape feature, public interior or site in accordance with section Section 118-252 of the Miami Beach Code shall be on a form provided by the planning department and shall include such information and attached exhibits as the board and the planning department determine are needed to allow for complete evaluation of the proposed demolition, construction and other physical improvements, alterations or modifications including, but not limited to, the following:

(1) Completed board application, affidavits & disclosures of Interest.

(2) Written description of proposed action with details of application request.

(3) Survey (original signed & sealed) dated less than 6 months old at the time of application (lot area shall be provided by surveyor), identifying grade (If no sidewalk, provide a letter from Public Works, establishing grade), spot elevations and Elevation Certificate.

(4) All applicable zoning information.

(5) Complete site plan.

(6) Materials containing detailed data as to architectural elevations and plans showing proposed changes and existing conditions to be preserved.

(7) Preliminary plans showing new construction in cases of demolition.

(8) All available data and historic documentation regarding the building, site or feature, if required.

(9) A transportation study and mitigation plan, which shall include strategies to mitigate traffic generated by the development, and shall encourage the use of alternative modes of transportation, in accordance with the following:

a. A traffic circulation analysis and plan, prepared by a professional traffic engineer registered in the State of Florida, which details the impact of projected traffic on the immediate neighborhood and how this impact is to be mitigated, shall be required in the following instances:

1. Within the City's Transportation Concurrency Management Areas (TCMA's), as amended from time to time, all new development projects exceeding 5,000 gross square feet.
2. Development projects that propose new floor area or an increase in floor area, and are located within a half mile of any roadway segment with a level of service E or F, as defined by the Transportation Research Board's Highway Capacity Manual, as amended from time to time.

b. Developments specifically excluded from performing a transportation study and mitigation plan are limited to:

1. Single family homes; and
2. Multi-family projects (exclusive of mixed-use projects) with less than 5 units or 15,000 gross square feet.

SECTION 2. That Section 118-562, "Application", is hereby amended as follows:

Sec. 118-562. - Application.

* * *

(b) All applications involving demolition, new building construction, alteration, rehabilitation, renovation, restoration or any other physical modification of any building, structure, improvement, landscape feature, public interior or site individually designated in accordance with sections 118-591, 118-592 and 118-593, or located within an historic district shall be on a form provided by the planning department and shall include such information and attached exhibits as the board and the planning department determine are needed to allow for complete evaluation of the proposed demolition, construction and other physical improvements, alterations or modifications including, but not limited to, the following:

(1) Written description of proposed action.

(2) Survey.

(3) Complete site plan.

(4) Materials containing detailed data as to architectural elevations and plans showing proposed changes and existing conditions to be preserved.

(5) Preliminary plans showing new construction in cases of demolition.

(6) An historic resources report, containing all available data and historic documentation regarding the building, site or feature.

(7) Any application which involves substantial structural alterations to or the substantial or full demolition of any building, structure, improvement, significant landscape feature, public interior or site individually designated in accordance with sections 118-591, 118-592 and 118-593, or located within an historic district, with the exception of non substantial exterior structural repairs, alterations and improvements (as may be more specifically defined by the board in its by-laws and application procedures), shall be required to include a structural evaluation and corrective action report prepared by a professional (structural) engineer, licensed in the state as a part of the application at time of submission. A financial analysis or feasibility study addressing the demolition proposed shall not be required by the historic preservation board in their evaluation. For nonsubstantial exterior structural repairs, alterations and improvements (as may be more specifically defined by the board in its by-laws and application procedures), a signed and sealed engineering drawing shall be required. The structural evaluation and corrective action report shall include, but not be limited to, the following:

* * *

(8) The historic preservation board, for applications involving the full demolition of any contributing building, structure or site individually designated in accordance with sections 118-591, 118-592 and 118-593, or located within an historic district, may request the city to retain a licensed independent structural engineer, with expertise in historic structures, to perform an independent evaluation of the structure proposed to be demolished. The city commission, in its sole discretion, may review the request and appropriate funds to cover the costs associated with the retention of such engineer. The planning department shall select the independent structural engineer from a qualified list it maintains. If it is determined by the independent structural engineer that the building, structure or site can be retained, preserved or restored, and a certificate of appropriateness is issued based upon such determination, then the property owner shall reimburse the city for all costs it paid to such engineer, and the property may be liened to assure payment. If it is determined by the independent structural engineer that the building, structure or site cannot be retained, preserved or restored, then the city shall bear the responsibility of all costs incurred by such independent structural engineer.

(9) A traffic transportation study and mitigation plan, which shall include strategies to mitigate traffic generated by the development, and shall encourage the use of alternative modes of transportation, in accordance with the following:

a. A traffic circulation analysis and plan, prepared by a professional traffic engineer registered in the State of Florida, which details the impact of projected traffic on the immediate neighborhood and how this impact is to be mitigated, shall be required in the following instances:

1. Within the City's Transportation Concurrency Management Areas (TCMA's), as amended from time to time, all new development projects exceeding 5,000 gross square feet.

2. Development projects that propose new floor area or an increase in floor area, and are located within a half mile of any roadway segment with a level of service E or F, as defined by the Transportation Research Board's Highway Capacity Manual, as amended from time to time.

b. Developments specifically excluded from performing a transportation study and mitigation plan are limited to:

1. Single family homes; and
2. Multi-family projects (exclusive of mixed-use projects) with less than 5 units or 15,000 gross square feet.

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 _____, 2016.

ATTEST:

_____
Philip Levine, Mayor

_____
Rafael E. Granado, City Clerk

First Reading: December 9, 2015
Second Reading: January __, 2016

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 11-17-15
Date

Verified by: _____
Thomas R. Mooney, AICP
Planning Director

Underscore denotes new language
~~Strikethrough~~ denotes deleted language

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Condensed Title:

An Ordinance amending Chapter 142 of the Land Development Regulations of the City Code pertaining to single family development regulations.

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 modify certain development standards and regulations for single family homes, including proposed reductions in lot coverage, unit size and setbacks, as well as an increase in front yard pervious area requirements.

On September 9, 2015, the Land Use and Development Committee recommended in favor of the ordinance and that the City Commission refer the Ordinance Amendment to the Planning Board.

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 3) schedule a Second Reading Public Hearing for January ___, 2016.

Advisory Board Recommendation:

On November 24, 2015, the Planning Board reviewed the proposed Ordinance and transmitted it to the City Commission with a favorable recommendation (Vote of 5-1).

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 R5K
DATE 12-9-15

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: December 9, 2015 **FIRST READING**

SUBJECT: **Ordinance Amendment – Single Family Regulations**

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," DIVISION 2, "RS-1, RS-2, RS-3, RS-4 SINGLE-FAMILY RESIDENTIAL DISTRICTS," AT SECTIONS 142-105, 142-106, AND 142-108, BY MODIFYING, SIMPLIFYING, AND CLARIFYING HOW LOT COVERAGE, UNIT SIZE, ROOF DECK, HEIGHT, SETBACK, AND COURTYARD REQUIREMENTS ARE APPLIED IN THE SINGLE FAMILY RESIDENTIAL DISTRICTS; ELIMINATING CERTAIN DESIGN REVIEW WAIVERS FOR SECOND FLOOR VOLUME AND SIDE ELEVATION REQUIREMENTS; PROVIDING CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission approve the attached ordinance at First Reading and schedule a Second Reading Public Hearing for January ___, 2016.

BACKGROUND

On July 8, 2015, at the request of Commissioner Joy Malakoff, the City Commission referred this item to the Land Use and Development Committee (Item C4C). On July 29, 2015 the Land Use and Development Committee discussed this item and continued the discussion to the September 9, 2015 meeting with the following recommendations:

1) The Planning Department shall provide case studies of recently approved homes to measure the impact of the new regulations; and

2) The Planning Department shall conduct small, focus group meetings with various stakeholders regarding the proposed Ordinance.

Between August 26th and 27th the Planning Department held four focus group meetings, including two meetings for homeowners, one for architects, and one for developers, realtors, and attorneys

(See attached summary). Additionally, Planning staff prepared a photographic presentation illustrating homes recently constructed under the Ordinance adopted in February 2014 (See attached 'Exhibit A').

Planning staff has also provided two case studies of homes that have previously been reviewed and approved by the Design Review Board, which show how the design would be reviewed and impacted in terms of lot coverage and unit size based upon the proposed code changes (See attached 'Exhibit B'). Lastly, staff has provided a basic graphic indicating the relative proportion that a 5% reduction in lot coverage represents for two example parcels. (See attached Exhibit C').

On September 9, 2015, the Land Use Committee discussed the item and recommended that the City Commission refer the proposed ordinance to the Planning Board. On October 14, 2015, the City Commission referred the item to the Planning Board (Item R9H). The City Commission also recommended that the additional modifications noted by the various focus groups, as well as the discussion at the September 9, 2015 Land Use Committee meeting, be discussed and considered by the Planning Board.

On October 14, 2015, the City Commission referred the item to the Planning Board (Item R9H). The City Commission also recommended that the Planning Board consider the additional modifications noted by the various focus groups, as well as the discussion at the September 9, 2015 Land Use Committee meeting. These recommendations consist of the following:

1. Allowing single story garage structures limited to 14 feet in height, as measured from adjusted grade, to be constructed with a 20 foot front setback, and limited to 500 square foot in size.

2. The front of the home should be designed to maintain a one-story volume and the greater two story mass should be towards the rear of the site.

3. The maximum projection for overhangs, without having to count in lot coverage, could be increased in rear and side street yards, from the proposed limit of three feet to six feet or eight feet. This is a reasonable adjustment that would not result in a significant increase in building mass.

4. Different unit size and lot coverage regulations for neighborhoods and districts, based upon lot size, should be explored. Attached to this memo is a map of the single family districts in the City, broken down into lot size increments. There is a clear distinction for RS-1 zoned lots (virtually all over 20,000 sq ft) and RS-4 zoned lots (virtually all under 10,000 sq ft). However, RS-2 & RS-3 zoned properties are not as consistent. For the most part RS-2 and RS-3 properties are between 10,000 sq ft and 20,000 sq ft, but there are quite a few in excess of 20,000 sq ft. If there was to be a distinction made for unit size/lot coverage based upon lot size, 10,000 sq ft appears to be the dividing line.

5. The requirement for green roofs and other tangible measures to increase overall resiliency, such as minimum LEED certification, could be required for any increase above the proposed 25% maximum lot coverage and 45% unit size thresholds.

ANALYSIS

In 2006 the first major comprehensive revisions to the single family home development regulations were adopted by the City Commission in order to establish limitations on lot coverage, unit size, building height and setback requirements. The purpose of these regulations was to help ensure

that new construction was compatible with the established character of the single family neighborhoods in Miami Beach.

On February 12, 2014, the City Commission adopted the next comprehensive revision to the single family development regulations, incorporating numerous modifications including limitations on lot coverage, unit size, roof decks, lengths of 2-story side elevations, and limitations on the percentage of a home's second floor volume.

Each of these, as well as subsequent minor amendments to the single family development regulations, has resulted in reductions in the overall size of homes, but has also created a lengthy and complicated review process for single family homes. The primary goal for many of the additional regulations was to limit the overall massing of home construction to help ensure compatibility with the surrounding single family neighborhoods. In order to further this policy objective, and taking into consideration the evolving requirements for higher floor and grade elevations, an ordinance has been drafted to foster a better transitional relationship between existing single family homes and new single family construction.

The proposed ordinance attempts to strike a balance between better mitigating the impacts of new single family construction within the City's established context of smaller homes, and providing for the flexibility to design and build new homes that accommodate the modern needs of home owners. In this regard, given the mandatory requirements for higher base flood and grade elevations, staff believes that the proposal will allow for more breathing room along the most critical perimeters of new homes.

The proposed ordinance will also simplify the existing development regulations. In addition to reducing the amount of time that staff and project architects spend on deciphering and interpreting the rules, as well as expediting the review process, the proposed changes will give greater architectural freedom and latitude to the designers of the new homes, as the proposed regulations are far less prescriptive.

The following is a summary of the current requirements and proposed modifications. The proposed changes are intended to ensure that new home construction is compatible with the character of existing single family neighborhoods, while greatly simplifying the regulatory requirements and allowing for a faster review time by City staff.

Lot Coverage (Two Story Home)
The maximum lot coverage is proposed to be reduced across all single family districts from 30% to 25%. Additionally, the regulations addressing exceptions have been substantially simplified. Basically all areas of the building footprint, including any covered projections, will count toward lot coverage, with the exception of roof overhangs and eyebrows three feet in depth or less. This modification will help ensure that pervious landscaped open areas are maintained, which will enhance drainage and on-site water retention. Extensive balconies and terraces add to the perceived mass of a home, and are still allowed, but limited based on their inclusion in the lot coverage calculations.

Current Code:

- Maximum 30%
- Lot coverage is calculated from the exterior face of exterior walls and the exterior face of exterior columns on the ground floor of all principal and accessory buildings, or portions thereof.

- Internal courtyards, which are open to the sky, but which are substantially enclosed by the structure on three or more sides are included in the lot coverage calculation
- Outdoor covered areas, such as, but not limited to, loggias, covered patios, pergolas, etc., that are open on at least two sides, and not covered by an enclosed floor above are not be included in the lot coverage calculation

Proposed Ordinance:

- Maximum 25%
- Any portion of the property open to the sky is not included in the lot coverage with the exception of courtyards that are enclosed on four sides, which are counted in the lot coverage.
- Outdoor covered areas are included in the lot coverage calculations, with the exception of roof overhangs and eyebrows that do not project more than feet feet from an exterior wall.

Lot Coverage (One Story Home)
In order to encourage single story home construction, which will be more in character with lower scaled older housing stock, lot coverage for a single story home is maintained at 50%. However, the maximum height is proposed to be reduced to help ensure compatibility with surrounding neighborhoods. As new homes must be constructed above the minimum flood elevation, even a new one story home often has the appearance of being the same height as an older two story home.

Current Code:

- Maximum = 50%
- In order to be considered a one story structure the maximum height shall not exceed 18 feet for a flat roofed structure and 21 feet for a sloped roof structure
- For five percent of the lot coverage, the height may be increased up to 24 feet for a single flat roof structure or 27 feet for a single sloped roof structure (measured to the mid-point of the slope). The length of any wall associated with this higher height shall not exceed 25 feet.

Proposed Ordinance:

- Maximum = 50%
- Roof heights lowered to 15 feet for a flat roofed structure and 18 feet for a sloped roof structure.
- Elimination of the allowance for a portion of the house to be constructed as a two-story home which allows retaining the higher lot coverage allowance for a single story home.

Unit Size
The proposed ordinance would reduce the maximum unit size in all single family districts to 45%. With the inclusion, as proposed, of balconies and terraces in the reduced lot coverage calculation of 25%, including portions in the unit size will no longer be necessary. Further, with the lot coverage reduced to 25%, the 70% limitation of the second floor to first floor volume is also no longer needed. The proposed reduction in unit size to 45% is also closer to the city-wide average unit size of approximately 31%, as well as the average unit size for new home construction over the last year.

Current Code:

- Maximum = 50%
- The portion of covered terraces, breezeways, and open porches exceeding a projection of 10 feet from an exterior wall are included in the unit size.
- The portion of covered unenclosed balconies exceeding a projection of six feet from an exterior wall are included in the unit size.
- For two story homes with an overall lot coverage of 25 percent or greater, the physical volume of the second floor shall not exceed 70 percent of the first floor of the main home, inclusive of any enclosed parking structure.

Proposed Ordinance:

- Maximum = 45%
- Covered terraces, breezeways, and open porches are not included in the unit size, regardless of depth (however they are now included in lot coverage as noted above).
- Balconies are not included in unit size regardless of depth (however they are now included in lot coverage as noted above).
- With the reduction in maximum lot coverage the requirement that the second floor shall not exceed 70% of the first floor has been removed.

Roof Decks
The proposal clarifies that swimming pools, spas, whirlpools, hot tubs and other water features are included in the maximum 25% roof deck area in order to ensure that a combined pool and deck area does not result in a nuisance to surrounding neighbors.

Two story Side Elevation Open Space Requirement
To balance the reduction in overall lot coverage and unit size, and inclusion of balconies and terraces in the lot coverage calculations, the two story side elevation open space requirement has been simplified. The overall intent and required square footage remains the same.

Setbacks Front:
In order to mitigate the height of two story homes, which, in some instances may be elevated seven feet or more from the street level to reach the required flood elevation, the mandatory front setback has been increased 10 feet and the minimum pervious area has been increased from 35% to 50%. A single story home could still be constructed with a front setback of 20 feet, but a two - story home would require a setback of 30 feet, regardless of the width of the 2nd floor and with no ability for the DRB to waive the requirement. The additional setback and pervious area requirement will also allow more depth to transition between a lower street or sidewalk elevation and the minimum flood elevation.

Current Code:

- The second floor of two story structures shall be setback a minimum of 10 additional feet from the required front setback line, however up to 50% of the developable width of the lot may encroach forward to the 20 foot setback line through staff review. The HPB or DRB may approve a waiver to this requirement.
- At least 35 percent of the required front yard area and side yard facing a street shall be sodded or landscaped pervious open space.

Proposed Ordinance:

- Only one-story structures may be located at the minimum front yard setback line.

- The entire portion of a two-story structure shall be setback an additional 10 feet from the required front yard setback. Waiver from the DRB or HPB has been removed.
- At least 50 percent of the required front yard area and side yard facing a street shall be sodded or landscaped pervious open space.

Setbacks Side:
Side setback requirements are proposed to be increased slightly for lots over 60 feet in width, but less than 100 feet in width, in order to better mitigate the higher height from adjoining properties. For example, under the current code, a house could be constructed on a 75-foot wide lot with interior side setbacks of 7.5 feet and 11.25 feet. With the proposed change, the required setbacks would be 10 feet on both sides. This change also helps to center homes on a lot by increasing the minimum setback to 10 feet for lots larger than 60 feet in width.

Current Code:
- Sum of the side yards shall be at least 25% of the lot width.
- For lots greater than 60 feet in width the minimum setback is 7.5 feet

Proposed Ordinance:
- Sum of the side yard requirement shall remain the same.
- For lots greater than 60 feet in width the minimum setback is 10 percent of the lot width or 10 feet whichever is greater.

Modifications to Section 142-108
The provisions for the demolition of single family homes outside of historic districts have been slightly modified to reference the changes in the remainder of the Ordinance.

PLANNING BOARD REVIEW
On November 24, 2015, the Planning Board transmitted the proposed ordinance amendment to the City Commission with a favorable recommendation, and with the following modifications:

1. All proposed changes pertaining to unit size and lot coverage for two story structures shall be deleted, including the proposal to limit the maximum unit size for a two-story home to 45% and the maximum lot coverage for a two-story home to 25%.

2. The incorporation of an exceptions clause:

   SECTION ___. EXCEPTIONS.
   This ordinance shall not apply to:
   1. Anyone who filed an application for Historic Preservation Board or Design Review Board Approval with the Planning Department on or before December 9, 2015; or Anyone who obtained a Building Permit Process Number from the Building Department on or before December 9, 2015.

The Planning Board also recommended that the City Commission consider imposing minimum LEED certification for all new single family homes. The attached 'Planning Board' version of the Ordinance reflects the changes proposed by 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

The majority of the subject ordinance has received, for the most part, broad support among all of the various stakeholders. The portion of the proposed legislation pertaining to unit size and lot coverage, however, has not reached a similar consensus.

The Planning Department and the Land Use Committee are supportive of the original version of the ordinance, as it would simplify the manner in which lot coverage and unit size requirements are applied. The Planning Board, while supportive of a simplification of the manner in which lot coverage and unit size requirements are applied, was not supportive of the proposed reduction in maximum unit size and lot coverage.

The Administration believes that the original version of the legislation, on balance, is the best option, as it would simplify and expedite the overall review single family review process. The Administration would also recommend a minor change regarding roof overhangs and eyebrows. Specifically, roof overhangs and eyebrows should not be included in lot coverage provided the projection from the building does not exceed six feet.

The Administration has provided two versions of the ordinance: 1) the original version referred by the City Commission; and 2) the version recommended by the Planning Board. In the event that the City Commission does not reach consensus on the proposal to reduce maximum unit size and lot coverage requirements, it is recommended that the 'Planning Board' version of the ordinance be approved.

CONCLUSION

The Administration recommends that the City Commission:

1) Approve the attached ordinance at First Reading, inclusive of the following modifications:

   a. *Roof overhangs and eyebrows shall not be included in the lot coverage calculation provided the projection from the building does not exceed six feet. When exceeding six feet in depth, the entire area of a roof overhang or eyebrow shall be included in the lot coverage calculation.*

   b. *The following 'Exceptions' section: This ordinance shall not apply to anyone who filed an application for Historic Preservation Board or Design Review Board Approval with the Planning Department on or before December 9, 2015; or anyone who obtained a Building Permit Process Number from the Building Department on or before December 9, 2015.*

2) Schedule a Second Reading Public Hearing for January ___, 2016.

In the event that the City Commission does not reach consensus on the proposal to reduce unit size and lot coverage requirements, it is further recommended that the 'Planning Board' version of the ordinance be approved.

JLM/SMT/TRM
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Single Family Regulations – Lot Coverage, Unit Size, Height, Setbacks, and Courtyards

PLANNING BOARD VERSION

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," DIVISION 2, "RS-1, RS-2, RS-3, RS-4 SINGLE-FAMILY RESIDENTIAL DISTRICTS," AT SECTIONS 142-105, 142-106, AND 142-108, BY MODIFYING, SIMPLIFYING, AND CLARIFYING HOW LOT COVERAGE, UNIT SIZE, ROOF DECK, HEIGHT, SETBACK, AND COURTYARD REQUIREMENTS ARE APPLIED IN THE SINGLE FAMILY RESIDENTIAL DISTRICTS; ELIMINATING CERTAIN DESIGN REVIEW WAIVERS FOR SECOND FLOOR VOLUME AND SIDE ELEVATION REQUIREMENTS; PROVIDING CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the regulation of 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, new homes and additions that are compatible with the prevailing character of existing residential neighborhoods should be encouraged and promoted; and

WHEREAS, the identity, image, and environmental quality of the City should be preserved and protected; and

WHEREAS, the privacy, attractive pedestrian streetscapes, and human scale and character of the City's single-family neighborhoods, are important qualities to protect; and

WHEREAS, the City desires to have new single family construction utilize a Low Impact Development (LID) approach in order to capture and retain on site, 95th percentile average annual storm event rainfall; and

WHEREAS, the City desires to have new single family construction incorporate LID/Green Infrastructure into the overall landscape and site plan design for stromwater quality as part of a comprehensive stormwater management system; 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.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Section 142-105, "Development regulations and area requirements," is hereby amended, as follows:

Sec. 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:

(1) *Lot area, lot width, lot coverage, unit size, and building height requirements.* The lot area, lot width, lot coverage, and building height requirements for the RS-1, RS-2, RS-3, RS-4 single-family residential districts are as follows:

Zoning District	Minimum Lot Area (square feet)	Minimum Lot Width (feet)*	Maximum Lot Coverage for a 2-story Home (% of lot area)**	Maximum Unit Size (% of Lot Area)	Maximum Building Height, which shall not exceed two stories above the minimum flood elevation in all districts***
RS-1	30,000	100	30%	50%	28 feet - flat roofs. 31 feet - sloped roofs.
RS-2	18,000	**75**	30%	50%	
RS-3	10,000	50 - Oceanfront lots. **60** - All others	30%	50%	24 feet - flat roofs. 27 feet - sloped roofs. May be increased up to 28 feet for flat roofs and 31 feet for sloped roofs when approved by the DRB or HPB, in accordance with the applicable design review or appropriateness criteria.
RS-4	6,000	50	30%	50%	24 feet - flat roofs. 27 feet- sloped roofs.
		*Except those lots fronting on a cul-de-sac or circular street as defined in lot width	**Single story homes shall follow the requirements of section ~~142-105(b)(4)b.~~ 142-105(b)(5)b.		*** Height shall be measured from the minimum required flood elevation for the lot, measured to the top of the structural slab for a flat roof and to the mid-point of the slope for a sloped roof. Single story homes shall follow the requirements of section ~~142-105(b)(4)b~~ 142-105(b)(5)b.

* * *

(5) *Lot coverage (building footprint).*

a. *General.* For lots aggregated after September 24. 2013, when a third lot is aggregated, as limited by subsection 142-105(b)(3), the calculation of lot coverage shall be determined by the two lots on which the house is located.

b. *One-story structures.* ~~One-story structures may exceed the maximum lot overage noted in subsection 142-105(b)(1) above, through staff level review and shall be subject to the setback regulations outlined in section 142-106, but~~ In no instance shall the building footprint of a one-story structure exceed 50 percent of the lot area. For purposes of this section, a one-story structure shall not exceed ~~18~~ 15 feet in height for flat roof structures and ~~21~~ 18 feet for sloped roof structures (measured to the mid-point of the slope) as measured from the minimum flood elevation. ~~However for five percent of the lot coverage, the height may be increased up to 24 feet for a single flat roof structure or 27 feet for a single sloped roof structure (measured to the mid-point of the slope). The length of any wall associated with this higher height shall not exceed 25 feet.~~

c. *Calculating lot coverage.* For purposes of calculating lot coverage, the footprint shall be calculated from the exterior face of exterior walls and the exterior face of exterior columns on the ground floor of all principal and accessory buildings, or portions thereof. Internal courtyards, which are open to the sky, but which are substantially enclosed by the structure on three or more sides, shall be included in the lot coverage calculation. However, outdoor covered areas, such as, but not limited to, loggias, covered patios, pergolas, etc., that are open on at least two sides, and not covered by an enclosed floor above, shall not be included in the lot coverage calculation in accordance with the following:

1. When attached to the main home building(s) with a projection of 10 feet or less, such outdoor covered area shall not be included in the lot coverage calculation.

2. When detached from the main home building(s), or part of an attached structure projecting more than 10 feet from the main home building(s), such outdoor covered areas shall not be included in the lot coverage calculation, provided that such outdoor covered area(s) do not exceed two percent (2%) of the lot area.

For purposes of this section, a pergola shall be defined as a garden walk or terrace formed by two rows of columns or posts with an open framework or beams and cross rafters over which plants may be trained.

d. *Garages.* A maximum of 500 square feet of garage space shall not be counted in lot coverage if the area is limited to garage, storage and other non-habitable uses and the garage conforms to the following criteria:

1. The garage is one story in height and not covered by any portion of enclosed floor area above. Enclosed floor area shall be as defined in section 114-1.

2. The vehicular entrance(s) of the garage is not part of the principal facade of the main house.

3. The garage is constructed with a vehicular entrance(s) perpendicular to and not visible from the right-of-way, or the entrance(s) is set back a minimum of five feet from the principal facade of the main house when facing a right-of-way.

(6) *Roof decks.* Roof decks shall not exceed six inches above the main roofline and shall not exceed a combined deck area of 25 percent of the enclosed floor area immediately one floor below, regardless of deck height. Swimming pools, spas, whirlpools, hot tubs and any other water feature shall be included in calculating the maximum roof deck areas. Roof decks shall be setback a minimum of ten feet from each side of the exterior outer walls, when located along a front or side elevation, and from the rear elevation for non-waterfront lots. The DRB or HPB may forego the required rear deck setback, in accordance with the applicable design review or appropriateness criteria.

* * *

SECTION 2. That Section 142-106, "Setback requirements for a single-family detached dwelling," is hereby amended, as follows:

142-106. - Setback requirements for a single-family detached dwelling.

The setback requirements. for a single-family detached dwelling in the RS-1, RS-2, RS-3, RS-4 single-family residential districts are as follows:

(1) *Front yards:* The minimum front yard setback requirement for these districts shall be 20 feet.

a. One-story structures may be located at the minimum front yard setback line.

b. ~~The second floor of t~~Two-story structures shall be set back a minimum of ten additional feet from the required front yard setback line.

c. ~~Up to 50 percent of the developable width of the second floor may encroach forward to the 20-foot setback line through staff level review. Portions that encroach forward in excess of 50 percent shall require historic preservation board or design review board approval in accordance with the applicable design review or appropriateness criteria~~.

~~d.~~ At least ~~35~~ 50 percent of the required front yard area shall be sodded or landscaped pervious open space. With the exception of driveways and paths leading to the building, paving may not extend any closer than five feet to the front of the building.

(2) *Side yards:*

a. The sum of the required side yards shall be at least 25 percent of the lot width.

b. Side, facing a street. Each required side yard facing a street shall be no less than ten percent of the lot width or 15 feet, whichever is greater. Also, at least ~~35~~ 50 percent of the required side yard area facing a street shall be sodded or landscaped pervious open space. With the exception of driveways and paths leading to the building, paving may not extend any closer than five feet to the front of the building.

c. Interior sides. For lots greater than 60 feet in width, any one interior side yard shall have a minimum of ten percent of the lot width or ~~seven and one-half~~ ten feet, whichever is greater. For lots 60 feet in width or less, any one interior side yard shall have a minimum of ~~ten percent of the lot width or~~ seven and one-half feet, ~~whichever is greater~~

d. ~~Two-story side elevations located parallel to a side property line shall not exceed 50 percent of the lot depth, or 60 feet, whichever is less, without incorporating additional open space, in excess of the minimum required side~~

~~yard, directly adjacent to the required side yard. The additional open space shall be regular in shape, open to the sky from grade, and at least eight feet in depth, measured perpendicular from the minimum required side setback line. The square footage of the additional open space shall not be less than one percent of the lot area. The open space provided along a side elevation in accordance with this subsection, whether required or not, shall not be included in the lot coverage calculation provided that the combined depth of the open space, as measured from the required side setback line(s), is less than 30 percent of the maximum developable building width of the property, as measured from the interior setback lines, and the total open space provided does not exceed five percent of the lot area. Any portions of the interior side yard open space in excess of five percent of the lot area shall be included in the total lot coverage calculation. The elevation (height) of the open space provided shall not exceed the maximum permitted elevation height of the required side yard, and at least 75 percent of the required interior open space area shall be sodded or landscaped previous open space. The intent of this regulation shall be to break up long expanses of uninterrupted two-story volume at or near the required side yard setback line and exception from the minimum requirements of this provision may be granted only through historic preservation board, or design review board approval, as may be applicable, in accordance with the applicable design review or appropriateness criteria.~~ Two-story interior and street side elevations exceeding 50 percent of the lot depth, or 60 feet, whichever is less, shall incorporate additional open space, open to the sky and in excess of the minimum required side yard, directly adjacent to the required side yard. This requirement shall apply to all portions of a building wall elevation, regardless of whether a habitable floor is connected. The square footage of the additional open space shall not be less than one percent of the lot area. The elevation (height) of the open space provided shall not exceed the maximum permitted elevation height of the required side yard. An exception from the minimum requirements of this provision may be granted only through historic preservation board or design review board approval, as may be applicable, in accordance with the applicable design review or appropriateness criteria.

SECTION 3. That Section 142-108, "Provisions for the demolition of single-family homes located outside of historic districts," 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.*

(1) In addition to the development regulations and area requirements of section 142-105, as well as section 118-252, of the land development regulations of the City Code, the following regulations shall apply in the event the owner proposes to fully or substantially demolish an architecturally significant single-family home constructed prior to 1942, inclusive of those portions of a structure fronting a street or waterway. In the event of a conflict between the provisions

of section 142-105 and section 118-252, and the regulations below, the provisions herein shall control:

a. The design review board (DRB) shall review and approve all new construction on the subject site, in accordance with the applicable criteria and requirements of chapter 118, article VI, section 118-251(a)1—12 of the land development regulations of the City Code.

b. The DRB review of any new structure, in accordance with the requirements of chapter 118, article VI, shall include consideration of the scale, massing, building orientation and siting of the existing structure on the subject site, as well as the established building context within the immediate area.

c. The overall lot coverage of proposed new buildings or structures shall not exceed the maximum limits set forth in section 142-105.

d. Lot coverage requirements for a single story home. In the event a new home does not exceed one-story in height, the lot coverage shall not exceed 35 percent of the lot area; at the discretion of the DRB, the lot coverage may be increased to a maximum of ~~50~~ 45 percent of the lot area, if the DRB concludes that the one-story structure proposed results in a more contextually compatible new home. For purposes of this section, a one-story structure shall not exceed ~~18~~ 15 feet in height as measured from minimum flood elevation. A restrictive covenant, in a form acceptable to the city attorney, shall be required, ensuring, for the life of the structure, that a second story is not added.

e. Lot coverage requirements for lot splits and lot aggregations. The above regulations shall also be a limitation on development in all lots within a single site that may be split into multiple lots or multiple lots that are aggregated into a single site, at a future date. When lots are aggregated, the greater of the footprint permitted by the lot coverage regulations, or the footprint of the larger home, shall apply.

(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*~~ *Open space*. The minimum ~~courtyard~~ open space 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.

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 re-lettered to accomplish such intention, and, the word "ordinance" may be changed to "section", "article", or other appropriate word.

SECTION 5. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 6. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 7. EXCEPTIONS.

This ordinance shall not apply to:

1. Anyone who filed an application for Historic Preservation Board or Design Review Board Approval with the Planning Department on or before December 9, 2015; or
2. Anyone who obtained a Building Permit Process Number from the Building Department on or before December 9, 2015.

SECTION 8. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED and **ADOPTED** this _____ day of _____, 2016.

ATTEST:

_____
MAYOR PHILIP LEVINE

_____
RAFAEL GRANADO, CITY CLERK

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

First Reading: December 9, 2015
Second Reading: January __, 2016

_____ 12/1/15
City Attorney Date

NK

Verified by: _____
Thomas R. Mooney, AICP
Planning Director

Underscore denotes new language
~~Strikethrough~~ denotes removed language

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Single Family Regulations – Lot Coverage, Unit Size, Height, Setbacks, and Courtyards

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," DIVISION 2, "RS-1, RS-2, RS-3, RS-4 SINGLE-FAMILY RESIDENTIAL DISTRICTS," AT SECTIONS 142-105, 142-106, AND 142-108, BY MODIFYING, SIMPLIFYING, AND CLARIFYING HOW LOT COVERAGE, UNIT SIZE, ROOF DECK, HEIGHT, SETBACK, AND COURTYARD REQUIREMENTS ARE APPLIED IN THE SINGLE FAMILY RESIDENTIAL DISTRICTS; ELIMINATING CERTAIN DESIGN REVIEW WAIVERS FOR SECOND FLOOR VOLUME AND SIDE ELEVATION REQUIREMENTS; PROVIDING CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the regulation of 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, new homes and additions that are compatible with the prevailing character of existing residential neighborhoods should be encouraged and promoted; and

WHEREAS, the identity, image, and environmental quality of the City should be preserved and protected; and

WHEREAS, the privacy, attractive pedestrian streetscapes, and human scale and character of the City's single-family neighborhoods, are important qualities to protect; and

WHEREAS, the City desires to have new single family construction utilize a Low Impact Development (LID) approach in order to capture and retain on site, 95th percentile average annual storm event rainfall; and

WHEREAS, the City desires to have new single family construction incorporate LID/Green Infrastructure into the overall landscape and site plan design for stromwater quality as part of a comprehensive stormwater management system; 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.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Section 142-105, "Development regulations and area requirements," is hereby amended, as follows:

Sec. 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:

(1) *Lot area, lot width, lot coverage, unit size, and building height requirements.* The lot area, lot width, lot coverage, and building height requirements for the RS-1, RS-2, RS-3, RS-4 single-family residential districts are as follows:

Zoning District	Minimum Lot Area (square feet)	Minimum Lot Width (feet)*	Maximum Lot Coverage for a 2-story Home (% of lot area)**	Maximum Unit Size (% of Lot Area)	Maximum Building Height, which shall not exceed two stories above the minimum flood elevation in all districts***
RS-1	30,000	100	~~30%~~ 25%	~~50%~~ 45%	28 feet - flat roofs. 31 feet - sloped roofs.
RS-2	18,000	**75**	~~30%~~ 25%	~~50%~~ 45%	
RS-3	10,000	50 - Oceanfront lots. **60** - All others	~~30%~~ 25%	~~50%~~ 45%	24 feet - flat roofs. 27 feet - sloped roofs. May be increased up to 28 feet for flat roofs and 31 feet for sloped roofs when approved by the DRB or HPB, in accordance with the applicable design review or appropriateness criteria.
RS-4	6,000	50	~~30%~~ 25%	~~50%~~ 45%	24 feet - flat roofs. 27 feet- sloped roofs.
		*Except those lots fronting on a cul-de-sac or circular street as defined in lot width	**Single story homes shall follow the requirements of section ~~142-105(b)(4)b.~~ 142-105(b)(5)b.		*** Height shall be measured from the minimum required flood elevation for the lot, measured to the top of the structural slab for a flat roof and to the mid-point of the slope for a sloped roof. Single story homes shall follow the requirements of section ~~142-105(b)(4)b~~ 142-105(b)(5)b.

(2) *Maximum number of stories.* The maximum number of stories shall not exceed two above the minimum flood elevation.

(3) *[Limitation on contiguous lots.]* No more than two contiguous lots may be aggregated, with the exception of the following:

a. Lot aggregation for the purpose of expanded yards, or for the construction of accessory pools, cabanas, tennis courts, and similar accessory structures, when detached from the main home with a minimum separation of 15 feet, which may be aggregated to no more than three contiguous lots; or

b. Lot aggregation for the construction of a new home located in the middle of a site consisting of three lots, provided the sum of the side yard setbacks of the main structure are equivalent to the width of the smallest of the three aggregated lots, and the overall unit size and lot coverage of the main home shall be based upon the combined size of the largest two lots.

(4) *Unit size requirements.*

a. Minimum unit size: 1,800 square feet.

b. For purposes of this subsection, unit size means the sum of the gross horizontal areas of the floors of a single-family home, measured from the exterior faces of exterior walls. However, the unit size of a single-family home shall not include the following, unless otherwise provided for in these land development regulations:

1. Uncovered steps.

2. Attic space, providing structural headroom of less than seven feet six inches.

3. ~~Those portions of covered terraces, breezeways, or open porches, that do not project more than ten feet from the main home building(s).~~

4. ~~Single-story covered terraces and porches, which, with the exception of supporting structures, are open on at least three (3) sides, and are part of a detached single-story accessory structure located within a rear yard, provided such terrace or porch does not exceed two percent (2%) of the lot area.~~

5. Enclosed floor space used for required off-street parking spaces (maximum 500 square feet).

6. ~~Those portions of covered exterior unenclosed private balconies, that do not project more than six feet from the building.~~

c. ~~For two story homes with an overall lot coverage of 25 percent or greater, the physical volume of the second floor shall not exceed 70 percent of the first floor of the main home, inclusive of any enclosed parking structure. The DRB or HPB may forego this requirement, in accordance with the applicable design review or appropriateness criteria~~.

* * *

(5) *Lot coverage (building footprint).*

a. *General.* For lots aggregated after September 24. 2013, when a third lot is aggregated, as limited by subsection 142-105(b)(3), the calculation of lot coverage shall be determined by the two lots on which the house is located.

b. *One-story structures.* ~~One-story structures may exceed the maximum lot overage noted in subsection 142-105(b)(1) above, through staff level review and shall be subject to the setback regulations outlined in section 142-106, but~~ In no instance shall the building footprint of a one-story structure exceed 50 percent of the lot area. For purposes of this section, a one-story structure shall not exceed ~~18~~ 15 feet in height for flat roof structures and ~~21~~ 18 feet for sloped roof structures (measured to the mid-point of the slope) as measured from the minimum flood elevation. ~~However for five percent of the lot coverage, the height may be increased up to 24 feet for a single flat roof structure or 27 feet for a single sloped roof structure (measured to the mid-point of the slope). The length of any wall associated with this higher height shall not exceed 25 feet.~~

c. *Calculating lot coverage.* For purposes of calculating lot coverage, the footprint shall be calculated from the exterior face of exterior walls and the exterior face of exterior columns on the ground floor of all principal and accessory buildings, or portions thereof, including any projections ~~Internal courtyards, which are open to the sky, but which are substantially enclosed by the structure on three or more sides, shall be included in the lot coverage calculation. However, outdoor covered areas,~~ such as, ~~but not limited to~~ without limitation, loggias, eyebrows, covered patios, ~~pergolas~~, etc., ~~that are open on at least two sides, and~~ whether or not covered by an enclosed floor above. Any portion of the property open to the sky shall not be included in the lot coverage calculation, with the exception of internal courtyards that are surrounded on 4 sides by enclosed areas. Roof overhangs and eyebrows shall not be included in the lot coverage calculation, provided the projection from the building does not exceed 3 feet. When exceeding 3 feet in depth, the entire area of a roof overhang or eyebrow shall be included in the lot coverage calculation.

For purposes of this section, a pergola shall be defined as a garden walk or terrace formed by two rows of columns or posts with an open framework of beams and cross rafters over which plants may be trained.

d. *Garages.* A maximum of 500 square feet of garage space shall not be counted in lot coverage if the area is limited to garage, storage and other non-habitable uses and the garage conforms to the following criteria:

1. The garage is one story in height and not covered by any portion of enclosed floor area above. Enclosed floor area shall be as defined in section 114-1.
2. The vehicular entrance(s) of the garage is not part of the principal facade of the main house.
3. The garage is constructed with a vehicular entrance(s) perpendicular to and not visible from the right-of-way, or the entrance(s) is set back a minimum of five feet from the principal facade of the main house when facing a right-of-way.

(6) Roof decks. Roof decks shall not exceed six inches above the main roofline and shall not exceed a combined deck area of 25 percent of the enclosed floor area immediately one floor below, regardless of deck height. Swimming pools, spas, whirlpools, hot tubs and any other water feature shall be included in calculating the maximum roof deck areas. Roof decks shall be setback a minimum of ten feet from each side of the exterior outer walls, when located along a front or side elevation,

and from the rear elevation for non-waterfront lots. The DRB or HPB may forego the required rear deck setback, in accordance with the applicable design review or appropriateness criteria.

* * *

SECTION 2. That Section 142-106, "Setback requirements for a single-family detached dwelling," is hereby amended, as follows:

142-106. - Setback requirements for a single-family detached dwelling.

The setback requirements. for a single-family detached dwelling in the RS-1, RS-2, RS-3, RS-4 single-family residential districts are as follows:

(1) *Front yards:* The minimum front yard setback requirement for these districts shall be 20 feet.

a. One-story structures may be located at the minimum front yard setback line.

b. ~~The second floor of t~~Two-story structures shall be set back a minimum of ten additional feet from the required front yard setback line.

c. ~~Up to 50 percent of the developable width of the second floor may encroach forward to the 20-foot setback line through staff level review. Portions that encroach forward in excess of 50 percent shall require historic preservation board or design review board approval in accordance with the applicable design review or appropriateness criteria~~.

~~d.~~ At least ~~35~~ 50 percent of the required front yard area shall be sodded or landscaped pervious open space. With the exception of driveways and paths leading to the building, paving may not extend any closer than five feet to the front of the building.

(2) *Side yards:*

a. The sum of the required side yards shall be at least 25 percent of the lot width.

b. Side, facing a street. Each required side yard facing a street shall be no less than ten percent of the lot width or 15 feet, whichever is greater. Also, at least ~~35~~ 50 percent of the required side yard area facing a street shall be sodded or landscaped pervious open space. With the exception of driveways and paths leading to the building, paving may not extend any closer than five feet to the front of the building.

c. Interior sides. For lots greater than 60 feet in width any one interior side yard shall have a minimum of ten percent of the lot width or ~~seven and one-half~~ ten feet, whichever is greater. For lots 60 feet in width or less any one interior side yard shall have a minimum of ~~ten percent of the lot width or~~ seven and one-half feet, ~~whichever is greater~~

d. ~~Two-story side elevations located parallel to a side property line shall not exceed 50 percent of the lot depth, or 60 feet, whichever is less, without incorporating additional open space, in excess of the minimum required side yard, directly adjacent to the required side yard. The additional open space shall be regular in shape, open to the sky from grade, and at least eight feet in depth, measured perpendicular from the minimum required side setback line. The square footage of the additional open space shall not be less than one percent of the lot area. The open space provided along a side elevation in accordance with this subsection, whether required or not, shall not be included~~

~~in the lot coverage calculation provided that the combined depth of the open space, as measured from the required side setback line(s), is less than 30 percent of the maximum developable building width of the property, as measured from the interior setback lines, and the total open space provided does not exceed five percent of the lot area. Any portions of the interior side yard open space in excess of five percent of the lot area shall be included in the total lot coverage calculation. The elevation (height) of the open space provided shall not exceed the maximum permitted elevation height of the required side yard, and at least 75 percent of the required interior open space area shall be sodded or landscaped previous open space. The intent of this regulation shall be to break up long expanses of uninterrupted two-story volume at or near the required side yard setback line and exception from the minimum requirements of this provision may be granted only through historic preservation board, or design review board approval, as may be applicable, in accordance with the applicable design review or appropriateness criteria.~~ Two-story interior and street side elevations exceeding 50 percent of the lot depth, or 60 feet, whichever is less, shall incorporate additional open space, open to the sky and in excess of the minimum required side yard, directly adjacent to the required side yard. This requirement shall apply to all portions of a building wall elevation, regardless of whether a habitable floor is connected. The square footage of the additional open space shall not be less than one percent of the lot area. The elevation (height) of the open space provided shall not exceed the maximum permitted elevation height of the required side yard. An exception from the minimum requirements of this provision may be granted only through historic preservation board or design review board approval, as may be applicable, in accordance with the applicable design review or appropriateness criteria.

SECTION 3. That Section 142-108, "Provisions for the demolition of single-family homes located outside of historic districts," 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.*

(1) In addition to the development regulations and area requirements of section 142-105, as well as section 118-252, of the land development regulations of the City Code, the following regulations shall apply in the event the owner proposes to fully or substantially demolish an architecturally significant single-family home constructed prior to 1942, inclusive of those portions of a structure fronting a street or waterway. In the event of a conflict between the provisions of section 142-105 and section 118-252, and the regulations below, the provisions herein shall control:

a. The design review board (DRB) shall review and approve all new construction on the subject site, in accordance with the applicable

criteria and requirements of chapter 118, article VI, section 118-251(a)1—12 of the land development regulations of the City Code.

b. The DRB review of any new structure, in accordance with the requirements of chapter 118, article VI, shall include consideration of the scale, massing, building orientation and siting of the existing structure on the subject site, as well as the established building context within the immediate area.

c. The overall lot coverage of proposed new buildings or structures shall not exceed the maximum limits set forth in section 142-105.

d. Lot coverage requirements for a single story home. In the event a new home does not exceed one-story in height, the lot coverage shall not exceed 35 percent of the lot area; at the discretion of the DRB, the lot coverage may be increased to a maximum of ~~50~~ 45 percent of the lot area, if the DRB concludes that the one-story structure proposed results in a more contextually compatible new home. For purposes of this section, a one-story structure shall not exceed ~~18~~ 15 feet in height as measured from minimum flood elevation. A restrictive covenant, in a form acceptable to the city attorney, shall be required, ensuring, for the life of the structure, that a second story is not added.

e. Lot coverage requirements for lot splits and lot aggregations. The above regulations shall also be a limitation on development in all lots within a single site that may be split into multiple lots or multiple lots that are aggregated into a single site, at a future date. When lots are aggregated, the greater of the footprint permitted by the lot coverage regulations, or the footprint of the larger home, shall apply.

(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*~~*Open space.* The minimum ~~courtyard~~ open space 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.~~

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 re-lettered to accomplish such intention, and, the word "ordinance" may be changed to "section", "article", or other appropriate word.

SECTION 5. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 6. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED and **ADOPTED** this _____ day of _____, 2016.

ATTEST:

_____
Mayor Philip Levine

_____
Rafael Granado, City Clerk

First Reading: December 9, 2015
Second Reading: January __, 2016

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

12/1/15
City Attorney Date
NK

Verified by: _____
Thomas R. Mooney, AICP
Planning Director

Underscore denotes new language
~~Strikethrough~~ denotes removed language

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SINGLE FAMILY HOME FOCUS GROUP SUMMARY

Focus group meeting with architects (Aug. 26):

- Lot Coverage: general consensus that 3'-0" of exterior space and overhang is too small and limiting and will discourage the utilization of exterior space such as terraces, balconies and courtyard. 3' is not conducive to Tropical Architecture and will result in more "white box" architecture.
- Architects suggestion: the exterior areas are counted as a 1/3 or 25% instead of 100% towards lot coverage calculation. The incorporation of exterior spaces in the design should have incentives and not be penalized since these are design features that are common in Tropical architecture and should be encouraged. Additionally, they are design elements that respond to our tropical environment and are features that can add scale and reference to our historic architectural language.
- RS-4 and RS-1/RS-2 Zoning Districts should not be treated equally. Overall objections to further reductions to the lot coverage and unit size percentage.
- Architects felt that overall the ordinance is just another "bandage" since it does not address the real issues of Sea Level rise and its effect on compatibility with the existing buildings.
- Architects suggestion: The treatment of the base of the building—areas between sidewalk elevation and finish floor should be further studied. The ordinance should encourage breakaway walls, open areas designed for recreation or garages—similar to the Altos Del Mar section of the Code or look at Palm Beach cubic feet ordinance. Additionally, the ordinance does not encourage lower scale architecture. The ordinance should have incentives for designing one-level of living homes—whether it is raised homes or one-story homes and incentives for designing sustainable/green architecture.
- No objections to the greater setbacks since these transitional spaces/ edges are important in creating a visual transition between old construction and new construction.
- Review of Homes: Architects suggest a Single Family Residence Review Board made up of revolving practicing architects in Miami Beach to review ALL single-family homes. Regulations that prevent architects sitting on the board from practicing in the city is contradictory since they are not familiar with designing homes in Miami Beach.
- Conclusion

  A more comprehensive study should be done of all single family home neighborhoods and how they will look in 30 years. A visual study should be done of how new construction is going to look next to historic homes—if existing homes are going to be raised how are they going to look? The study should include a time line of these changes. Architects suggest the City hire an outside consultant to create a Code that addresses all the practical issues such as Sea Level Rise, Historic Preservation/raising homes, etc. Further workshops with architects, home owners,

developers, etc. and with Building Department and Public Works staff as well as Planning staff since these issues are dictated by the Building Code and FEMA regulations.

Focus group meeting with Attorneys/Developers/Realtors (Aug. 27th):

- Setbacks: Greater setbacks will help with drainage and allow for some transition space between homes.
- Agreed with a greater setback for two-story homes, however suggested allowing a garage structure limited to one-story, 14'-0" measured from adjusted grade to be allowed 20'-0" from the front property line and limited to 500 SF.
- Miami Beach should review how Miami Shores treats front yards—transition between older homes and new construction.
- Lot Coverage: Overhangs and covered areas should not be restricted to 3'-0". They should be counted as a percentage similar to how Dade County calculates areas—33%. Allow for overall maximum lot coverage for enclosed space and maximum lot coverage for covered areas. Example, 25% enclosed space + 5% covered outdoor space. Overall consensus that 5% decrease to the lot coverage and unit size is too much and will negatively affect real estate prices.
- The treatment of the base of the building—areas between sidewalk elevation and finish floor should be further studied. The ordinance should encourage breakaway walls, open areas designed for recreation or garages. Group did not agree to an Architect Review Board for single-family homes.
- Also agreed that RS-4 dry lots should not have the same regulations as RS-1 waterfront lots. One size fits all development does not work. There should be different regulations for different neighborhoods.

Focus group meeting with Homeowners (Aug 26th)

- Massing: Site specific architecture as it relates to lot coverage, unit size and massing.
- Review of Homes: All demolition requests of homes should be reviewed and approved by a Board prior to approving a new construction.
- Homeowner also suggested incentives for single level homes. Suggestions: finish floor of the home be elevated approximately 8'-0" above grade with enclose space above with floor to ceiling height of 12'-0". Area below finish floor is reserved for garage space and open area.
- Design Review Board should have more Guidelines for Compatibility.
- Unit Size: The unit size of a new home should not exceed the largest existing home within 4 homes on either direction or creating a sliding scale for homes based on neighborhoods and lot sizes.
- Lot Coverage: One homeowner suggested garages should count towards lot coverage and unit size regardless of its orientation. Additionally, the courtyard restrictions should be retained and one-story homes should be restricted to 40%.

- Open space requirement shall maintain the minimum depth, however all other regulations/restrictions should be eliminated.
- Design: Homes in all RS districts should have a similar requirement as the Altos Del Mar districts—each room be located so that it is adjacent to an outdoor space on at least two sides so natural light and air circulation is prevalent in every room from more than one direction.
- The front of the home should be designed to maintain a one-story volume and the greater—two story mass should be towards the rear.
- Homes—even those that do not require Design Review Board should be required to provide a contextual line drawing showing compatibility with the neighboring properties.
- Homeowners also agreed that RS-4 dry lots should not have the same regulations as RS-1 waterfront lots. One size fits all development does not work. There should be different regulations for different neighborhoods.
- Other residents believe we have not given the new code time to see results.
- Homeowner is worried too much emphasis is being placed on number and not enough on design.

Focus group meeting with Homeowners (Aug. 27th):

- Increase landscape areas in the front yards—current regulations allow for too much pavement, which affects drainage and water drainage. There should also be a landscape requirement for the entire site not just the front and rear yard—this will allow for more green spaces throughout the site.
- In agreement to create a Single-Family Review Board. They want more transparency in the approval process.
- Would like more review criteria for compatibility for new construction.
- They are amendable to calculating exterior covered spaces as a percentage towards lot coverage.
- Reestablish lot coverage restrictions when demolishing a pre-1942 Single-Family Home.
- Suggested a survey should be done of the existing single-family homes and determine which homes should be retained. Neighborhoods should have a ratio of old vs. new construction. The City should look into how they can facilitate applying for Flood Insurance Grants and Grants to raise structures.
- Homeowners that want to create a home with a larger first floor than second floor will prefer a larger lot coverage and lower unit size.
- Most of the compatibility issues being discussed appear to be related to style. The requirements for new construction—flood elevation, combined with the prefered style of today creates incompatible architecture.

JLM/TRM/MB/LC
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SINGLE-FAMILY HOMES

NEW CONSTRUCTION

Field Study 08/04/15

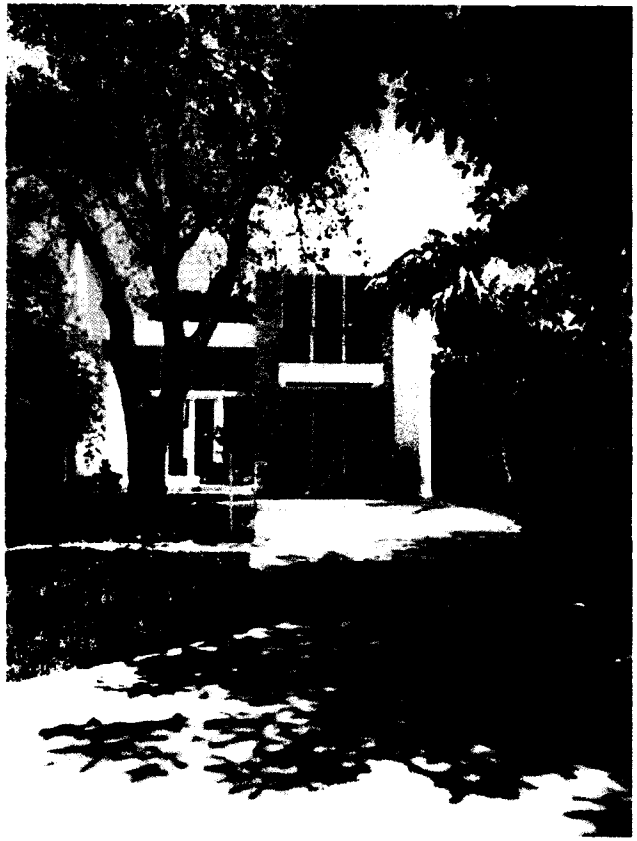
'EXHIBIT A'

HOMES APPROVED UNDER NEW CODE

335 W 46TH STREET	COMPLETED
4322 NAUTILUS DRIVE	COMPLETED
345 W 37TH STREET	COMPLETED
1520 W 21ST STREET	COMPLETED
6411 ALLISON ROAD	UNDER CONSTRUCTION
2057 N BAY ROAD	UNDER CONSTRUCTION
5235 PINETREE DRIVE	UNDER CONSTRUCTION
3591 FLAMINGO DRIVE	UNDER CONSTRUCTION
6466 N BAY ROAD	UNDER CONSTRUCTION
4395 PINETREE DRIVE	UNDER CONSTRUCTION

NEW CODE

335 W 46TH STREET



RS-4
Lot coverage: 29.9% Unit size: 47.4%
Front Setback: 30'-0"
Height: 24'-0" / BFE (8.0' NGVD)

NEW CODE

4322 NAUTILUS DRIVE

RS-4
Lot coverage: 24.9% Unit size: 48.3%
Front Setback: 35'-0"
Height: 24'-0" / BFE (7.0' NGVD)

NEW CODE

345 W 37TH STREET

RS-4
Lot coverage: 29.9% Unit size: 49.8%
Front Setback: 30'-0"
Height: 24'-0" / BFE (8.0' NGVD)

NEW CODE

1520 W 21ST STREET

RS-4
Lot coverage: 30% Unit size: 50%
Front Setback: 41'-0" [to exterior wall]
Height: 24'-0" / BFE (8.0' NGVD)

NEW CODE

6411 ALLISON ROAD

RS-3
Lot coverage: 25% Unit size: 44.7%
Front Setback: 24'-0"
Height: 27'-0" / BFE (8.0' NGVD)

NEW CODE

2057 N BAY ROAD

RS-4
Lot coverage: 30% Unit size: 50%
Front Setback: 20'-5"
Height: 22'-8" / BFE (8.0' NGVD)

NEW CODE

5235 PINETREE DRIVE

RS-3
Lot coverage: 23.75% Unit size: 48%
Front Setback: 20'-0"
Height: 27'-6" / BFE (8.0' NGVD)

NEW CODE

3591 FLAMINGO DRIVE

RS-2
Lot coverage: 24.5% Unit size: 47.8%
Front Setback: 20'-0"
Height: 31'-2" / BFE (7.0' NGVD)

NEW CODE

6466 N BAY ROAD

RS-2
Lot coverage: 29.5% Unit size: 48%
Front Setback: 20'-3" [to garage]
Height: 28'-0" / BFE (8.0' NGVD)

CITY OF MIAMI BEACH
PROPOSED SINGLE FAMILY HOME REGULATIONS

PROJECT: 34 LA GORCE CIRCLE

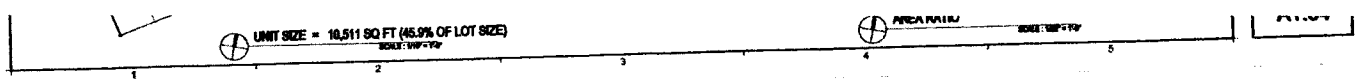
LOT AREA SF: 22,912

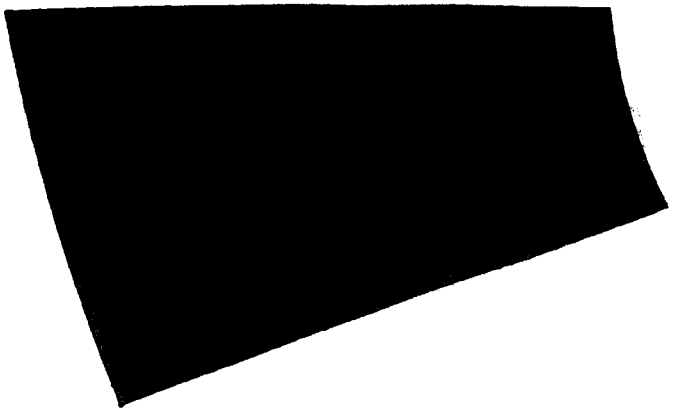
LOT COVERAGE:	
CURRENT CODE	
LOT COVERAGE	SF
MAX. 30%	6,874
PROVIDED: 24.9%	5,724
PROPOSED ORDINANCE	
LOT COVERAGE	SF
MAX 25%	5,728
PREVIOUSLY PROVIDED: 24.9%	5,724
A. TERRACE REAR*	900
B. TERRACE FRONT*	60
SUBTOTAL: 28.9%	6,624
DEFICIENCY:	896

UNIT SIZE	
CURRENT CODE	
UNIT SIZE	SF
MAX. 50%	11,456
PROVIDED: 45.8%	10,511
PROPOSED ORDINANCE	
UNIT SIZE	SF
MAX 45%	10310.4
PREVIOUSLY PROVIDED: 45.8%	10,511
C. BALCONY 2ND FLOOR*	-142
SUBTOTAL: 45.2%	10,369
DEFICIENCY:	59

* Approximate areas

'EXHIBIT B'





NET LOT AREA = 22,912 SQFT

SCALE: 1/16" = 1'-0"

LA GORCE CIRCLE

ZONING DATA

LA GORCE RESIDENCE

34 LA GORCE, NAPLES BEACH, FL 34139

	REQUIRED	PROVIDED
LOT AREA	10,000 SQ. FT.	22,912 SQ. FT.
MIN. LOT WIDTH (100 FEET AT RIGHT OF WAY)	1,000 FEET AT RIGHT OF WAY	10,041 SQ. FT. (AVG. 1000 FEET AT RIGHT OF WAY)
MIN. LOT DEPTH (200 FEET AT RIGHT OF WAY)	1,000 SQ. FT. (200 FEET AT RIGHT OF WAY)	2,524 SQ. FT. (200 FEET AT RIGHT OF WAY)
MAX. BUILDING HEIGHT	30'-0" (FLAT ROOF) 31'-0" (SLOPED ROOF)	30'-0"

UNIT SIZE	ALLOWED	PROVIDED
Ground Level		5,466 SQ. FT.
Second Level		4,993 SQ. FT.
Roof Level		52 SQ. FT.
TOTAL	11,456 SQ.FT.	10,511 SQ. FT.
AREA RATIO		AREA
GROUND LEVEL		5,466 SQ. FT.
SECOND LEVEL		4,993 SQ. FT. (83.4% OF GROUND FL)
ROOF LEVEL		1,140 SQ. FT. (23% OF 2ND FL)

PROJECT DATA

LA GORCE RESIDENCE

34 LA GORCE, NAPLES BEACH, FL 34139

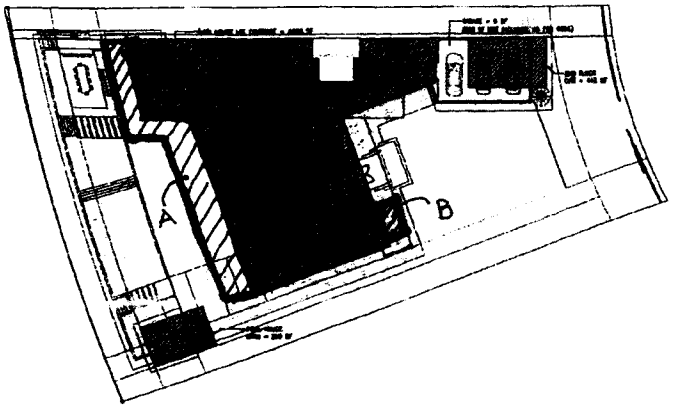
ZONING INFORMATION	REQUIRED	PROVIDED
ZONING DESIGNATION	RS-2	
FLOOD ELEVATION	9'-0"	9'-0"

BUILDING INFORMATION

CONSTRUCTION TYPE = TYPE

TYPE OF OCCUPANCY = R-3 (SINGLE FAMILY RESIDENTIAL)

SETBACK REQUIREMENTS	REQUIRED	PROVIDED
MAIN RESIDENCE		
FRONT	30'	30'-0"
INTERIOR SIDE - NORTH**	15'-0"	16'-6"
INTERIOR SIDE - SOUTH**	15'-0"	19'-9"
REAR - 25% OF LOT DEPTH (200' MIN. & 50' MAX)	50	37'-10"
** SUM OF INTERIOR SIDE (25% OF LOT WIDTH, LOT WIDTH 50-0" MIN. REQUIRED)		
ACCESSORY BUILDING		
INTERIOR SIDE	7'-6"	7'-6"
REAR	15'	15'



LOT COVERAGE = 5,724 SQ FT (24.9%)

SCALE: 1/16" = 1'-0"

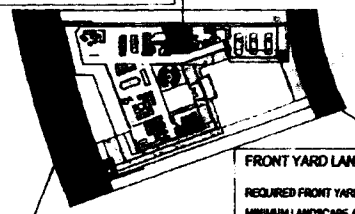
LA GORCE CIRCLE

SIDE YARD OPEN SPACE CALCULATIONS:

REQUIRED OPEN SPACE AREA: [illegible]

REQUIRED 50% OF SIDE YARD: [illegible]

PROVIDED LANDSCAPE AREA: [illegible]



FRONT YARD LANDSCAPE CALCULATIONS:

REQUIRED FRONT YARD	1,470 SF
MINIMUM LANDSCAPE AREA IN FRONT YARD. (35% PER 142.105 (a)(2)(i) OF ZONING CODE)	515 SF
PROVIDED LANDSCAPE AREA IN FRONT YARD	1,170 SF (79.6%)

REAR YARD LANDSCAPING CALCULATIONS:

REQUIRED REAR YARD AREA:	4,011 SF
REQUIRED MIN LANDSCAPE AREA. EQUALS TO 70% OF REAR YARD:	4,011 SF x 70% = 2,807 SF
PROVIDED LANDSCAPE AREA:	2,994 SF (74.6%)

FRONT & REAR YARD LANDSCAPE REQUIREMENTS DIAGRAM

SCALE: 1/16" = 1'-0"

REVISIONS / SUBMISSIONS

1446

LA GORCE

34 LA GORCE CIRCLE

NAPLES BEACH, FL 34139

ZONING DATA

Lic. # AR0013375

ARCHITECTURE
INTERIOR DESIGN
PLANNING

AIA ASID ICAVS

WWW.ADSMARP.COM

DRAWN:

CHECKED BY:

DATE:

A1.03

CITY OF MIAMI BEACH
PROPOSED SINGLE FAMILY HOME REGULATIONS

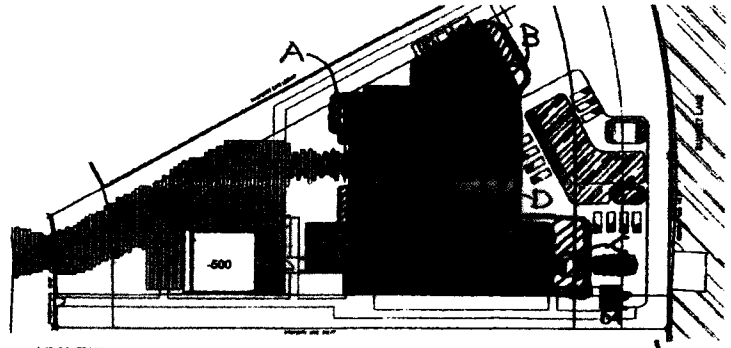
PROJECT: 2125 LAKE AVENUE

LOT AREA SF: 20,028

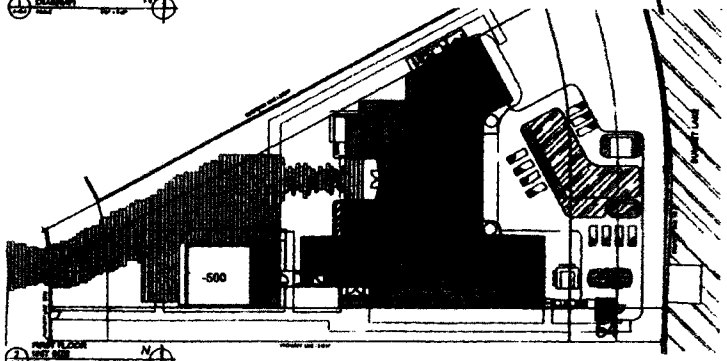
LOT COVERAGE:	
CURRENT CODE	
LOT COVERAGE	SF
MAX. 30%	6,008
PROVIDED: 27.4%	5,483
PROPOSED ORDINANCE	
LOT COVERAGE	SF
MAX 25%	5,007
PREVIOUSLY PROVIDED: 27.4%	5,483
A. TERRACE FRONT*	36
B. TERRACE REAR*	90
C.TERRACE REAR*	578
D.COURTYARD REAR*	-328
SUBTOTAL: 29.2%	5,859
DEFICIENCY:	852

UNIT SIZE	
CURRENT CODE	
UNIT SIZE	SF
MAX. 50%	10,014
PROVIDED: 44.6%	8,938
PROPOSED ORDINANCE	
UNIT SIZE	SF
MAX 45%	9012.6
PREVIOUSLY PROVIDED: 44.6%	8,938
A. BALCONY 2ND FLOOR*	-84
SUBTOTAL: 44.2%	8,854
DEFICIENCY:	-159

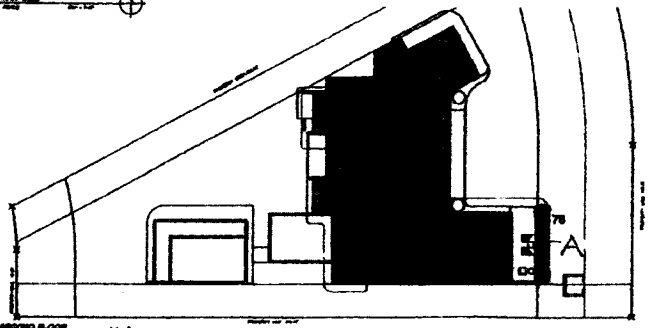
* Approximate areas



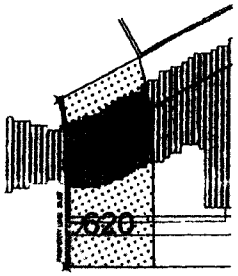
LOT COVERAGE DIAGRAM



MAIN FLOOR



SECOND FLOOR



FRONT SETBACK AREA CALCULATIONS

FRONT SETBACK CALCULATIONS		
AREA:	[illegible] S.F.	[illegible]
TIMPERVIOUS AREA:	[illegible] S.F.	[illegible]
LANDSCAPE AREA:	[illegible] S.F.	[illegible]

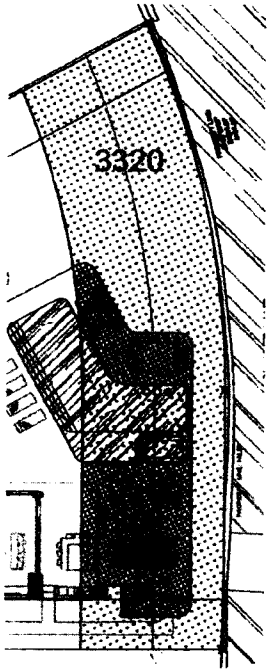
REAR SETBACK CALCULATIONS		
AREA:	[illegible] S.F.	[illegible]
TIMPERVIOUS AREA:	[illegible] S.F.	[illegible]
LANDSCAPE / POOL AREA:	[illegible] S.F.	[illegible]

SITE DATA	
EXISTING LOT SIZE:	[illegible] S.F. ([illegible])
BLDG. LOT COVERAGE:	
MAIN HOUSE	[illegible] S.F.
CABANA	[illegible] S.F.
GARAGE (*[illegible] - [illegible])	[illegible] S.F.
TOTAL BLDG. LOT COVERAGE:	[illegible] SF. ([illegible])

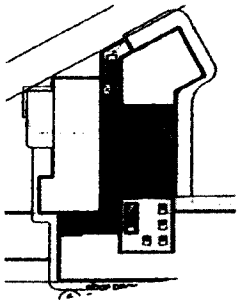
BUILDING DATA	
MAIN HOUSE:	
FIRST FLOOR (AC)	[illegible] S.F.
SECOND FLOOR (AC)	[illegible] S.F.
TOTAL (AC)	[illegible] S.F.
CABANA	[illegible] S.F.
GARAGE (*[illegible] S.F. - [illegible] S.F.)	[illegible] S.F.
OVERHANG	[illegible] S.F.
TOTAL (NON AC)	[illegible] S.F.
TOTAL UNIT SIZE (AC + NON AC)	[illegible] SF. ([illegible])

FLOOR RATIO PERCENTAGE	
FIRST FLOOR	
MAIN HOUSE	[illegible] S.F.
GARAGE	[illegible] S.F.
TOTAL FIRST FLOOR	[illegible] S.F.
SECOND FLOOR	
MAIN HOUSE	[illegible] S.F.
TOTAL SECOND FLOOR	[illegible] S.F.
TOTAL:	[illegible]

ROOF DECK PERCENTAGE	
AREA OF ROOF DECK	[illegible] S.F.
TOTAL SECOND FLOOR	[illegible] S.F.
PERCENTAGE OF SECOND FLOOR:	[illegible]



REAR SETBACK AREA CALCULATIONS



CHOEFF LEVY FISCHMAN
ARCHITECTURE • DESIGN

VOHRA RESIDENCE
2129 LAKE AVE.
MIAMI BEACH, FL 33140

seal

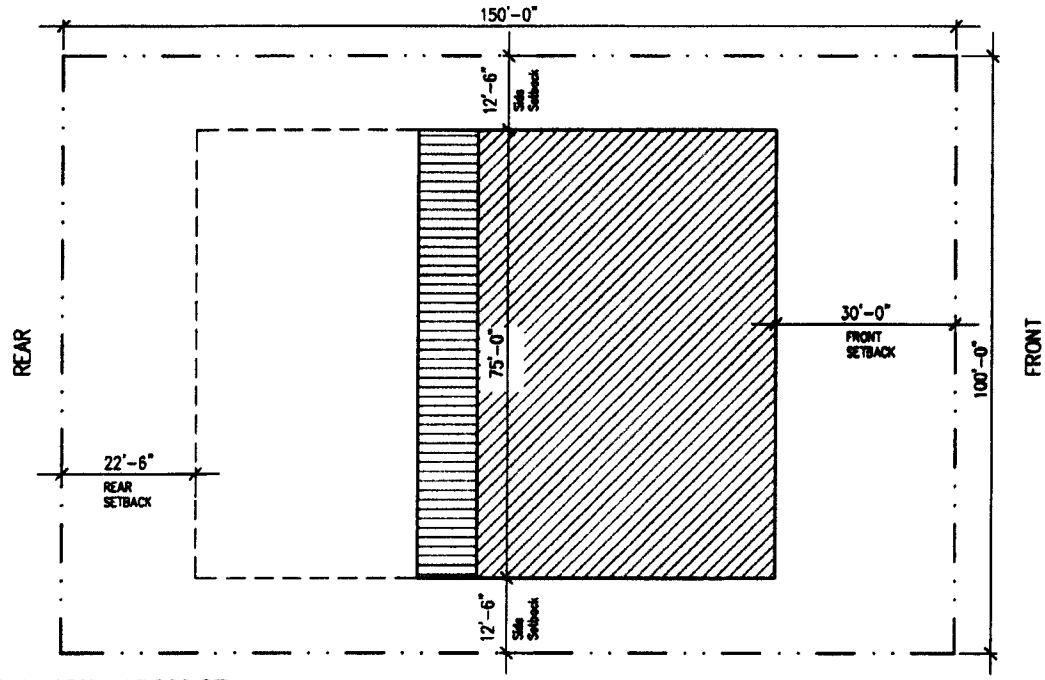
Palm Check
structural control
drawings

sheet no.
1509

date:
[illegible]

revised:
[illegible]

'EXHIBIT C'



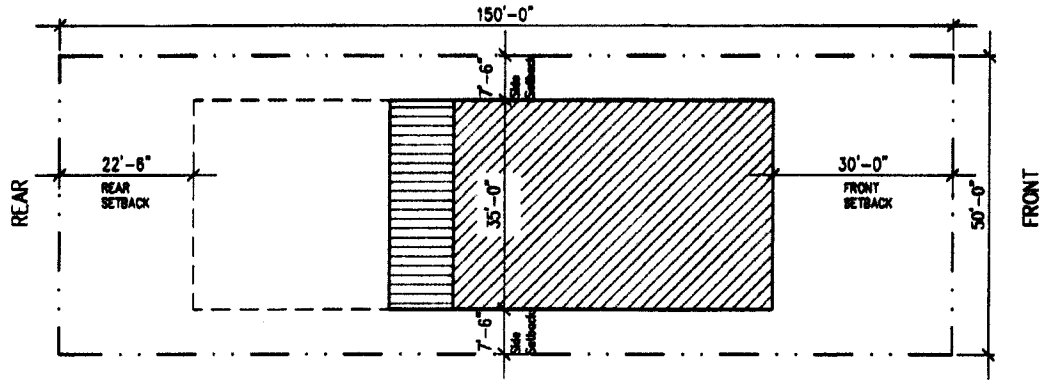
LOT : 100' x 150' = 15,000 SF

MAX LOT COVERAGE (25%) = 3,750 SF

MAX LOT COVERAGE (30%) = 4,500 SF

MAX UNIT SIZE (45%) = 6,750 SF

MAX UNIT SIZE (50%) = 7,500 SF



LOT : 100' x 50' = 7,500 SF

MAX LOT COVERAGE (25%) = 1,875 SF

MAX LOT COVERAGE (30%) = 2,250 SF

MAX UNIT SIZE (45%) = 3,375 SF

MAX UNIT SIZE (50%) = 3,750 SF

MIAMIBEACH
Planning Department

Single Family Home Ordinance Amendment

Lot Coverage - Unit Size

Existing and Proposed Lot Coverage and Unit Size calculations

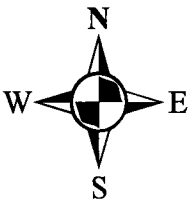
September 2015, City of Miami Beach Planning Department

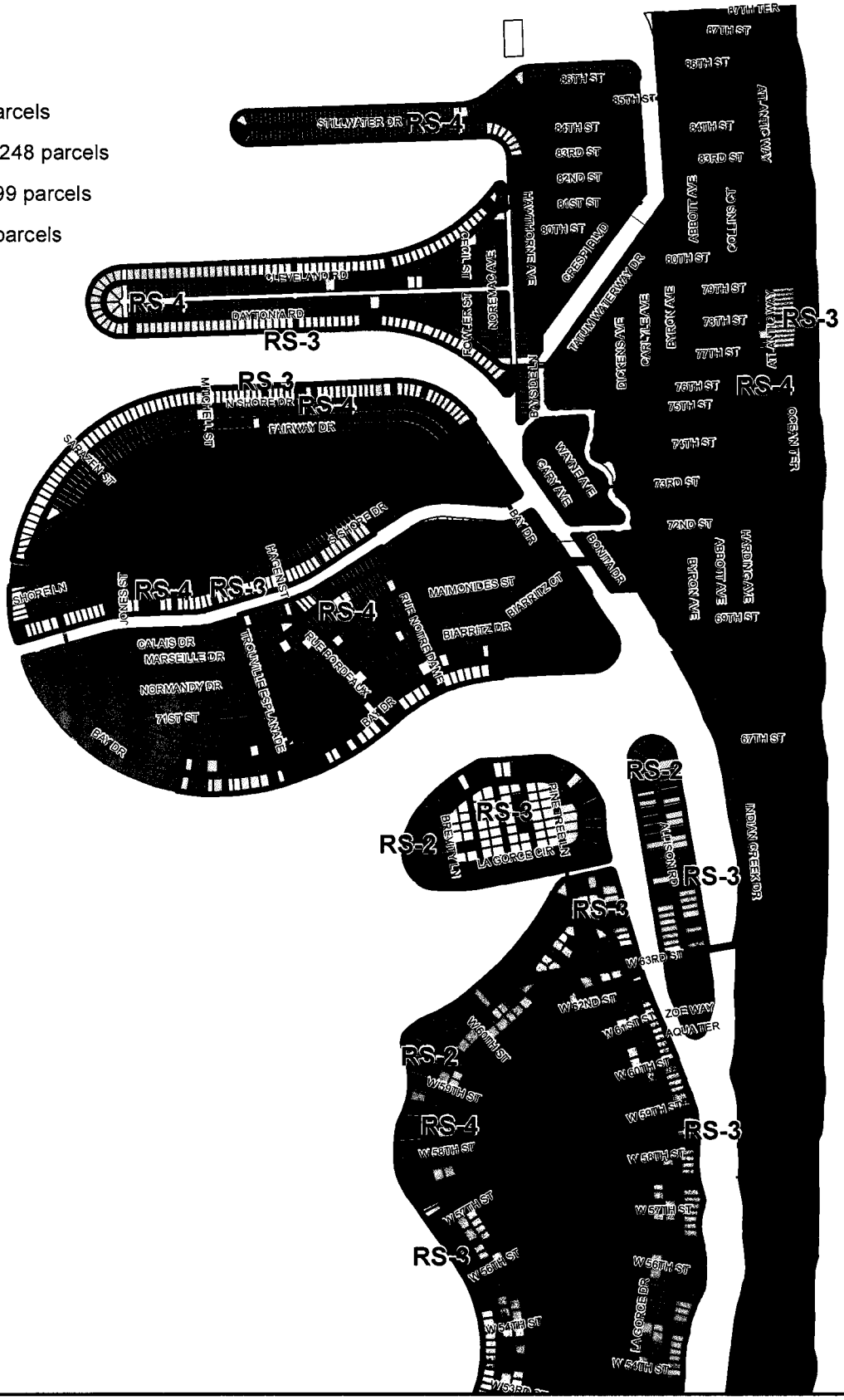
MIAMIBEACH

Single Family Homes Lot Sizes

Legend

- 10,000 SF or less - 2,878 parcels
- 10,001 SF to 15,000 SF - 1,248 parcels
- 15,001 SF to 20,000 SF - 299 parcels
- 20,000 SF or greater - 437 parcels





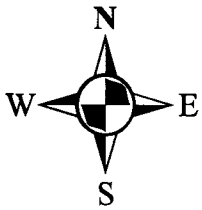
0 0.05 0.1 0.2 0.3 0.4 0.5 Miles

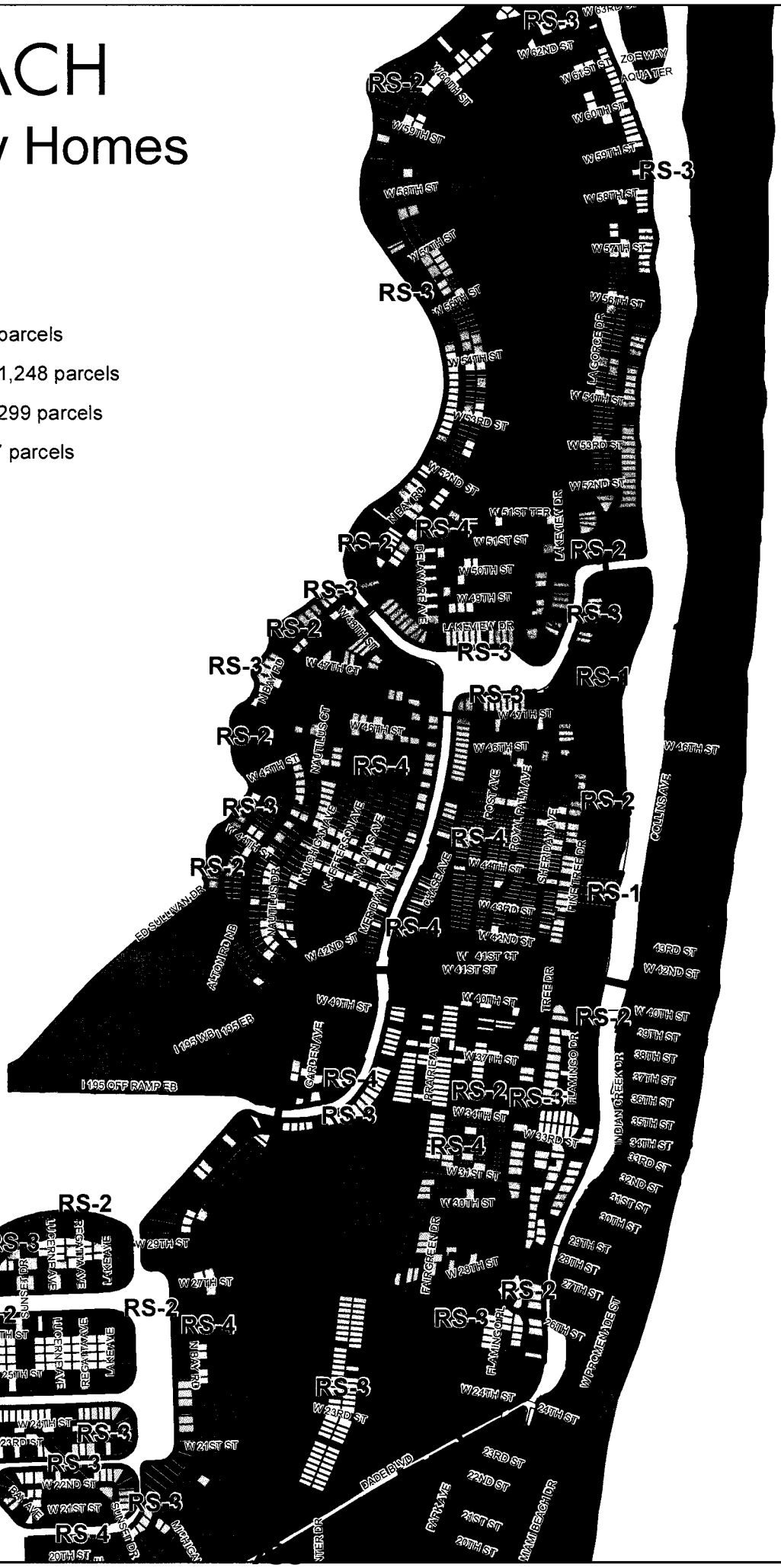
MIAMIBEACH

Single Family Homes Lot Sizes

Legend

- 10,000 SF or less - 2,878 parcels
- 10,001 SF to 15,000 SF - 1,248 parcels
- 15,001 SF to 20,000 SF - 299 parcels
- 20,000 SF or greater - 437 parcels





0 0.05 0.1 0.2 0.3 0.4 0.5 Miles

MIAMIBEACH

Single Family Homes Lot Sizes

Legend

- 10,000 SF or less - 2,878 parcels
- 10,001 SF to 15,000 SF - 1,248 parcels
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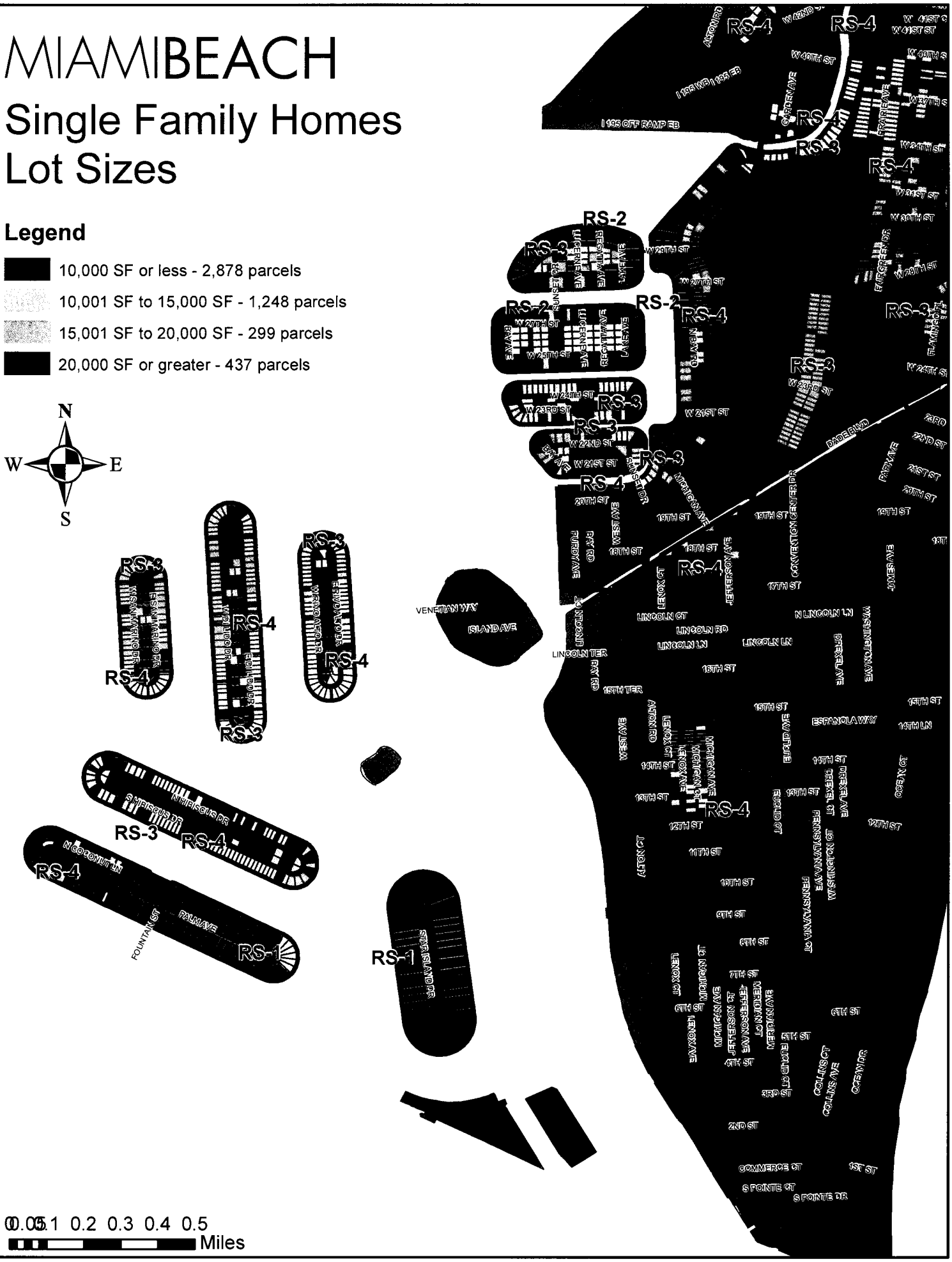

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Condensed Title:

An Ordinance amending Chapter 130 of the Land Development Regulations of the City Code to provide minimum standards and requirements for electric vehicle charging stations.

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 add standards, procedures and requirements for electric vehicle charging stations.

On July 29, 2015, the Land Use and Development Committee recommended in favor of the ordinance and that the City Commission refer the attached Ordinance Amendment to the Planning Board.

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 3) schedule a Second Reading Public Hearing for January ___, 2016.

Advisory Board Recommendation:

On November 24, 2015, the Planning Board reviewed the proposed Ordinance and transmitted it to the City Commission with a favorable recommendation (Vote of 6-0).

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 12-9-15

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: December 9, 2015 **FIRST READING**

SUBJECT: **Ordinance Amendment – Electric Vehicle Parking**

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 130, "OFF-STREET PARKING," ARTICLE II, "DISTRICTS; REQUIREMENTS," BY CREATING SECTION 130-39, ENTITLED "ELECTRIC VEHICLE PARKING REQUIREMENTS," TO PROVIDE MINIMUM REQUIREMENTS FOR ELECTRIC VEHICLE PARKING SPACES AND CHARGING STATIONS; AMENDING ARTICLE III, "DESIGN STANDARDS," BY CREATING SECTION 130-72, ENTITLED "ELECTRIC VEHICLE PARKING SPACE STANDARDS," TO ESTABLISH DESIGN STANDARDS FOR ELECTRIC VEHICLE PARKING SPACES; AND AMENDING ARTICLE V, "FEE IN LIEU OF PARKING PROGRAM," SECTION 130-132, ENTITLED "FEE CALCULATION," TO ESTABLISH AN ADDITIONAL FEE IN LIEU OF PARKING FOR ELECTRIC VEHICLE PARKING SPACES, AND SECTION 130-134, ENTITLED "DEPOSIT OF FUNDS; ACCOUNT," TO PROVIDE THAT FUNDS GENERATED BY THE ADDITIONAL FEE IN LIEU OF PARKING FOR ELECTRIC VEHICLE PARKING SPACES SHALL BE DEPOSITED IN THE CITY'S SUSTAINABILITY AND RESILIENCY FUND; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission approve the attached ordinance at First Reading and schedule a Second Reading Public Hearing for January ___, 2016.

BACKGROUND

On January 14, 2015, at the request of Commissioner Micky Steinberg, the City Commission referred the item for discussion to the Land Use and Development Committee (Item C4I). On March 3, 2015 the Land Use and Development Committee recommended that the City Commission refer an Ordinance to the Planning Board to amend the City Code to establish electric vehicle parking requirements for new development.

On July 8, 2015, while discussing an item to approve a Request for Proposals extending the City's Electric Vehicle Charging Station Network (Item C2B), at the request of Commissioner Micky Steinberg, the City Commission referred the attached Ordinance to the Sustainability and Resiliency Committee and the Land Use and Development Committee.

On July 22, 2015, the Sustainability and Resiliency Committee discussed the item. On July 29, 2015, the Land Use and Development Committee discussed the item and recommended that the City Commission refer the attached Ordinance Amendment to the Planning Board, with a modification to establish a minimum applicability requirement.

On September 2, 2015, the City Commission referred the item to the Planning Board (Item C4D).

ANALYSIS

The availability of strategically placed charging stations throughout the City promotes electric vehicles by making their use more convenient. Benefits to the City from increased electric vehicle (EV) use include improved air quality, quieter and more livable streets, and decreased dependency on fossil fuels. However, one of the inherent challenges for this technology to gain mainstream acceptance is analogous to the "chicken or the egg" conundrum. If EV charging stations are not readily available, the driving public is hesitant to invest in an EV due to "range anxiety" resulting in trips that are in close proximity to only known EV charging stations points. The expansion of EV charging stations is necessary in order to establish a network of stations that will allow this technology to flourish.

The City Commission asked staff to provide research for the discussion regarding EV stations in future development projects for residential and commercial properties. The analysis below describes programs that include incentivizing existing commercial and residential properties to add EV stations, and requiring new developments to provide EV stations.

Electric Vehicle Program

New Developments

Per the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) rating system, projects are eligible to earn a LEED credit for incorporating EV charging stations into their design. This credit is awarded when projects install EV supply equipment in 2% of all parking spaces used by the project. These parking spots would be clearly identified and reserved for the sole use of plug-in electric vehicles. It is suggested that the City use the LEED credit requisites as a baseline for requiring new development to provide EV parking spaces. To implement this requirement, the City must amend the off-street parking section of the Land Development Regulations to include these provisions.

The proposed Ordinance requires new non-single family development to provide 2% of the required parking, with a minimum of one space for EV parking. However, since small business and residential buildings may have difficulties in providing sufficient parking for customers and residents, the proposed Ordinance only requires that those spaces be set aside in commercial districts for the exclusive use of electric vehicles when 20 or more parking spaces are required pursuant to the Land Development Regulations.

When a development is not providing parking as a result of participation in the "fee in lieu of providing required parking program", an additional $2,000 will be charged for those spaces that were required to provide EV charging stations. This fee is based on the average cost of an EV

charging station. The revenue is proposed to be deposited into the "Sustainability and Resiliency Fund" that is being established in a separate Ordinance amendment.

In 2014, the Town of Surfside passed an ordinance that requires all new multifamily or hotel development with 20 or more units shall provide access to 240 volt capability throughout the garage to offer charging opportunities to residents and guests. Their ordinance does not require the installation of stations only the installation of the required electrical infrastructure throughout the entire garage, which will allow properties to connect EV charging in the future. The proposed ordinance includes similar requirements. This will allow for electric vehicle charging stations to be installed throughout the parking area as the demand increases.

The Commission awarded an RFP on October 14, 2015 to place EV charging stations in City lots and garages. Currently the City is on a month to month contract with the same service provider (only one proposal was submitted).

Existing Commercial and Residential Properties
There are a number of existing properties in Miami Beach that provide EV stations for their customers such as the Fontainebleau Hotel, Miami Beach Marina, and Whole Foods Market. These properties benefit from attracting individuals with EVs and generating a small amount of revenue associated with EV station use. The City could further incentivize existing commercial and residential properties to add EV parking by reducing their off-street parking requirements. To move forward, the City must amend the off-street parking section of the Land Development Regulations to reflect this change. Should the City Commission wish to consider such incentives, a separate referral would be required.

PLANNING BOARD REVIEW
On November 24, 2015, the Planning Board transmitted the proposed ordinance amendment 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 approve the attached ordinance at First Reading and schedule a Second Reading Public Hearing for January ___, 2016.

JLM/SMT/TRM/RAM

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Electric Vehicle Parking

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 130, "OFF-STREET PARKING," ARTICLE II, "DISTRICTS; REQUIREMENTS," BY CREATING SECTION 130-39, ENTITLED "ELECTRIC VEHICLE PARKING REQUIREMENTS," TO PROVIDE MINIMUM REQUIREMENTS FOR ELECTRIC VEHICLE PARKING SPACES AND CHARGING STATIONS; AMENDING ARTICLE III, "DESIGN STANDARDS," BY CREATING SECTION 130-72, ENTITLED "ELECTRIC VEHICLE PARKING SPACE STANDARDS," TO ESTABLISH DESIGN STANDARDS FOR ELECTRIC VEHICLE PARKING SPACES; AND AMENDING ARTICLE V, "FEE IN LIEU OF PARKING PROGRAM," SECTION 130-132, ENTITLED "FEE CALCULATION," TO ESTABLISH AN ADDITIONAL FEE IN LIEU OF PARKING FOR ELECTRIC VEHICLE PARKING SPACES, AND AMENDING SECTION 130-134, "DEPOSIT OF FUNDS; ACCOUNT," TO PROVIDE THAT FUNDS GENERATED BY THE ADDITIONAL FEE IN LIEU OF PARKING FOR ELECTRIC VEHICLE PARKING SPACES SHALL BE DEPOSITED IN THE CITY'S SUSTAINABILITY AND RESILIENCY FUND; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach ("City") declares that it is in the interest of the public health, safety, and welfare of its residents and visitors to reduce pollutants in the air, on the lands, and in the waters of the City; and

WHEREAS, greenhouse gas ("GHG") emissions from gasoline and diesel powered vehicles trap heat in the atmosphere and contribute to the warming of the Earth; and

WHEREAS, greenhouse gas emissions also contribute to sea level rise, which is a growing and imminent threat to the health, safety, and welfare of residents, visitors, and businesses in Miami Beach; and

WHEREAS, the City has endorsed the pledge in the Compact of Mayors to reduce GHG emissions at the City-level, track progress, and enhance resilience to climate change, in a manner that is consistent with and complimentary to national level climate protection efforts; and

WHEREAS, to meet the requirements of the pledge in the Compact of Mayors, the City shall build and complete a community-wide GHG inventory with a breakdown of emissions for buildings and transport sectors, set a target to reduce its GHG emissions, and conduct a climate change vulnerability assessment; and

WHEREAS, electric vehicles generate reduced greenhouse gas emissions as compared to gasoline and diesel powered vehicles; and

WHEREAS, Chapter 130, entitled "Off-Street Parking," at Article II, "Districts; Requirements," sets forth the minimum requirements for off-street parking spaces; and

WHEREAS, Chapter 130, entitled "Off-Street Parking," at Article V, "Fee in Lieu of Parking Program," requires developers, property owners, and/or operators to pay a fee when new developments or uses are not able to provide required off-street parking; and

WHEREAS, the Mayor and City Commission desire to encourage electric vehicle use, in order to reduce greenhouse gas emissions, by requiring off-street parking facilities to provide electric vehicle parking spaces and charging stations; and

WHEREAS, where it is not feasible to provide electric vehicle parking spaces, the Mayor and City Commission desire to require a fee in lieu of electric vehicle parking of $2,000 per space, in addition to the existing fee in lieu of parking, which is currently set at $40,000 per space; and

WHEREAS, funds generated from the fee in lieu of electric vehicle parking shall be deposited in the City's Sustainability and Resiliency Fund, which funds shall be used to provide public improvements that increase the sustainability and resiliency of the City; 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, THAT:

SECTION 1. The City of Miami Beach Land Development Regulations, at Chapter 130, "Off-Street Parking," Article II, "Districts; Requirements," are hereby amended as follows:

CHAPTER 130
OFF-STREET PARKING

* * *

ARTICLE II. – DISTRICTS; REQUIREMENTS

* * *

Sec. 130-39. – Electric vehicle parking.

(a) Definitions.

(1) *Electric vehicle* means any motor vehicle registered to operate on public roadways that operates either partially or exclusively on electric energy. Electric vehicles include (1) battery-powered electric vehicles; (2) plug-in hybrid electric vehicles; (3) electric motorcycles; and (4) a fuel cell vehicle.

(2) *Electric vehicle charging level* means the standardized indicator of electrical force, or voltage, at which the battery of an electric vehicle is recharged.

a. *Level 1* transfers 120 volts (1.4–1.9 kW) of electricity to an electric vehicle battery.

b. *Level 2* transfers 240 volts (up to 19.2 kW) of electricity to an electric vehicle battery.

c. *DC fast charging* transfers a high voltage (typically 400-500 volts or 32–100 kW, depending on the electrical current) of direct current to vehicle batteries.

(3) *Electric vehicle parking space* means an off-street parking space that is equipped with an electric vehicle charging station.

(4) *Electric vehicle charging station* means battery charging equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an electric vehicle.

(b) Except in single-family residential districts, wherever off-street parking is required pursuant to the land development regulations, a minimum of two percent (2%) of the required off-street parking spaces, with a minimum of one (1) parking space, shall contain electric vehicle parking spaces, in accordance with the following standards:

(1) In commercial zoning districts, where 20 or more off-street parking spaces are required by the land development regulations, all electric vehicle parking spaces shall be reserved for the exclusive use of electric vehicles.

(2) In commercial and residential multifamily zoning districts, electric vehicle parking spaces shall, at a minimum, be equipped with an electric vehicle charging station rated at electric vehicle charging level 2.

(3) For residential uses, electric vehicle charging stations shall be limited to the use of building residents and their invited guests.

(c) Any residential multifamily or hotel development with 20 or more units shall install and provide access to an electrical power supply rated at 240 volts or greater, in all off-street parking facilities, to allow for the installation of additional electric vehicle parking spaces in the future for the exclusive use of residents, guests, invitees, and employees.

SECTION 2. The City of Miami Beach Land Development Regulations, at Chapter 130, "Off-Street Parking," Article III, entitled "Design Standards," are hereby amended as follows:

ARTICLE III. - DESIGN STANDARDS

* * *

Sec. 130-72. - Electric vehicle parking space standards.

Electric vehicle parking spaces and charging stations required pursuant to section 130-39 shall meet the following design standards, in addition to all other design standards set forth in this article:

(1) Electric vehicle parking spaces shall be painted green, or shall be marked by green painted lines or curbs.

(2) Each electric vehicle parking space shall be marked by a sign designating the parking space as an electric vehicle parking space, in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) of the Federal Highway Administration.

(3) Each electric vehicle charging station shall be equipped with a sign that includes the following information: (i) voltage and amperage levels, (ii) any applicable usage fees, (iii) safety information, and (iv) contact information for the owner of the charging station, to allow a consumer to report issues relating to the charging station.

(4) Electric vehicle charging stations shall contain a retraction device, coiled cord, or a fixture to hang cords and connectors above the ground surface.

(5) Electric vehicle charging stations shall be screened from view from the right of way, with the exception of alleys.

(6) Electric vehicle charging stations shall be maintained in good condition, appearance, and repair.

SECTION 3. The City of Miami Beach Land Development Regulations, at Chapter 130, "Off-Street Parking," Article V, "Fee in Lieu of Parking Program," are hereby amended as follows:

ARTICLE V. - FEE IN LIEU OF PARKING PROGRAM

* * *

Sec. 130-132. - Fee calculation.

(a) New construction. The fee in lieu of providing parking for new construction shall be satisfied by a one-time payment at the time of issuance of a building permit of $40,000.00 per parking space. In addition to the fee in lieu of parking, a fee in lieu of electric vehicle parking of $2,000 shall apply to each required electric vehicle parking space not provided. The amount of such fee may be changed in accordance with subsection (d) of this section.

* * *

(b) *Annual evaluation.* The amount determined to be the city's total average cost for land acquisition and construction of one parking space, and the purchase and installation of an electric vehicle parking station, shall be evaluated yearly each May by the planning director based upon the Consumer Price Index (CPI). If determined appropriate, the city commission may amend the fee structure in this section by resolution.

* * *

Sec. 130-134. - Deposit of funds; account.

(a) Funds generated by the fee-in-lieu program pursuant to subsections 130-132(a) and (b) above, collected prior to March 20, 2010, shall be deposited in a city account (divided into three districts, for north, middle and south) specifically established to provide parking and related improvements in the vicinity (within the north, middle or south district, as applicable)

of the subject property. Funds generated by the fee in lieu of electric vehicle parking shall be deposited into the Sustainability and Resiliency Fund established in chapter 133 of the land development regulations. Expenditures from these funds shall require city commission approval.

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. REPEALER.

All ordinances or part of ordinances in conflict herewith are hereby repealed.

SECTION 6. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall take effect on April 1, 2016, following adoption.

PASSED and **ADOPTED** this ___ day of _____, 2016.

_____
Philip Levine
Mayor

_____
Rafael E. Granado
City Clerk

First Reading: December 9, 2015
Second Reading: January __, 2016

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 11/25/15 Date

NK

Verified by:_____
Thomas R. Mooney, AICP
Planning Director

Underscore denotes new language
~~Strikethrough~~ denotes deleted language

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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: December 9, 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 6, ENTITLED "ALCOHOLIC BEVERAGES," OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, ARTICLE I, ENTITLED "IN GENERAL," SECTION 6-3 THEREOF, ENTITLED "HOURS OF SALE," AND AMENDING CHAPTER 82, ENTITLED "PUBLIC PROPERTY," BY AMENDING ARTICLE IV, ENTITLED "USES IN PUBLIC RIGHTS-OF-WAY," DIVISION 5, ENTITLED "SIDEWALK CAFES," SUBDIVISION II, ENTITLED "PERMIT," SECTION 82-388 THEREOF, ENTITLED "HOURS OF SALE OF ALCOHOLIC BEVERAGES; ENFORCEMENT," TO CLARIFY THAT AN ALCOHOLIC BEVERAGE ESTABLISHMENT PERMITTED TO SERVE ALCOHOLIC BEVERAGES FOR ON-PREMISES CONSUMPTION UNTIL 5:00 A.M. MAY CONTINUE TO SERVE ALCOHOLIC BEVERAGES FOR ON-PREMISES CONSUMPTION AND FOR CONSUMPTION AT THE ESTABLISHMENT'S SIDEWALK CAFE UNTIL 7:00 A.M. ON NEW YEAR'S DAY AND DURING CERTAIN MAJOR EVENT DAYS OR WEEKENDS AS MAY BE DESIGNATED OR APPROVED BY THE CITY COMMISSION; AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

Pursuant to the request of Commissioner Michael Grieco, the attached Ordinance is submitted for consideration by the Mayor and City Commission. The Ordinance amends Chapter 6 of the City Code, entitled "Alcoholic Beverages."

Section 6-3(6) of the City Code currently provides that alcoholic beverage establishments permitted to serve alcoholic beverages for on-premises consumption until 5:00 a.m. may offer alcoholic beverages for on-premises consumption until 7:00 a.m. on New Year's Day and during certain major event days or weekends as may be designated or approved by the City Commission. In order to offer alcoholic beverages until 7:00 a.m. on such days, an alcoholic beverage establishment must satisfy the conditions set forth in Section 6-3(6).

Agenda Item R5M
Date 12-9-15

On May 20, 2015, the Mayor and City Commission adopted Ordinance Nos. 2015-3938 and 2015-3939, which terminated the service of alcoholic beverages at sidewalk cafes at 1:30 a.m. and terminated the consumption of alcoholic beverages at sidewalk cages at 2:00 a.m. This Ordinance clarifies that, notwithstanding Ordinance Nos. 2015-3938 and 2015-3939, an alcoholic beverage establishment licensed to serve alcoholic beverages for on-premises consumption until 5:00 a.m. may offer alcoholic beverages for sale or consumption at the establishments sidewalk café until 7:00 a.m. on New Year's Day and during certain major event days or weekends as may be designated by the Mayor and City Commission.

RA/NK/sc

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CHAPTER 6 – ALCOHOLIC BEVERAGES

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 6, ENTITLED "ALCOHOLIC BEVERAGES," OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, ARTICLE I, ENTITLED "IN GENERAL," SECTION 6-3 THEREOF, ENTITLED "HOURS OF SALE," AND AMENDING CHAPTER 82, ENTITLED "PUBLIC PROPERTY," BY AMENDING ARTICLE IV, ENTITLED "USES IN PUBLIC RIGHTS-OF-WAY," DIVISION 5, ENTITLED "SIDEWALK CAFES," SUBDIVISION II, ENTITLED "PERMIT," SECTION 82-388 THEREOF, ENTITLED "HOURS OF SALE OF ALCOHOLIC BEVERAGES; ENFORCEMENT," TO CLARIFY THAT AN ALCOHOLIC BEVERAGE ESTABLISHMENT PERMITTED TO SERVE ALCOHOLIC BEVERAGES FOR ON-PREMISES CONSUMPTION UNTIL 5:00 A.M. MAY CONTINUE TO SERVE ALCOHOLIC BEVERAGES FOR ON-PREMISES CONSUMPTION AND FOR CONSUMPTION AT THE ESTABLISHMENT'S SIDEWALK CAFE UNTIL 7:00 A.M. ON NEW YEAR'S DAY AND DURING CERTAIN MAJOR EVENT DAYS OR WEEKENDS AS MAY BE DESIGNATED OR APPROVED BY THE CITY COMMISSION; AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach ("City") regulates the location, size and hours of operation of uses that permit the sale and consumption of alcoholic beverages in Chapter 6 of the City Code, entitled "Alcoholic Beverages"; and

WHEREAS, Section 6-3(6) of the City Code currently provides that alcoholic beverage establishments permitted to serve alcoholic beverages for on-premises consumption until 5:00 a.m. may offer alcoholic beverages for on-premises consumption until 7:00 a.m. on New Year's Day and during certain major event days or weekends as may be designated or approved by the City Commission; and

WHEREAS, on May 20, 2015, the Mayor and City Commission adopted Ordinance Nos. 2015-3938 and 2015-3939, which terminated the service of alcoholic beverages at sidewalk cafes at 1:30 a.m. and terminated the consumption of alcoholic beverages at sidewalk cafes at 2:00 a.m.; and

WHEREAS, notwithstanding Ordinance Nos. 2015-3938 and 2015-3939, this amendment to the City Code clarifies that alcoholic beverages establishments licensed to serve alcoholic beverages for on-premises consumption until 5:00 a.m. may offer alcoholic beverages for sale or consumption at their sidewalk cafes until 7:00 a.m. on New Year's Day and during certain major event days or weekends; and

WHEREAS, the State expressly grants the City the authority to establish its own regulations for the time for sale of alcoholic or intoxicating beverages; and

WHEREAS, pursuant to Section 562.14, Florida Statutes, no alcoholic beverages may be sold, consumed, served, or permitted to be served or consumed in any place licensed to sell alcoholic beverages between the hours of midnight and 7:00 a.m., unless a municipality elects

to establish its own regulations for the time for sale of alcoholic or intoxicating beverages; and

WHEREAS, the amendments set forth below are 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, THAT:

SECTION 1. Section 6-3, entitled "Hours of Sale," of Article I, of Chapter 6, of the City Code of the City of Miami Beach is hereby amended as follows:

CHAPTER 6

ALCOHOLIC BEVERAGES

ARTICLE I. In General

* * *

Section 6-3. Hours of sale.

The hours of sale of alcoholic beverages shall be according to the following schedule, except as may be otherwise provided pursuant to subsection (6):

(1) Retail stores for package sales only, either as permitted main or accessory uses. Vendors having a license from the state division of alcoholic beverages and tobacco for the sale of liquor and other alcoholic beverages for consumption off the premises shall only offer for sale alcoholic beverages within the hours of 8:00 a.m. and midnight on any day of the week.

(2) Retail stores, including grocery and convenience stores, and gasoline service/filling stations, which primarily offer for sale products other than alcoholic beverages. Retail stores, including grocery and convenience stores, and gasoline service/filling stations, either as permitted main or accessory uses, which primarily offer for sale products other than alcoholic beverages may only make sales of beer and wine in sealed containers for consumption off the premises between the hours of 8:00 a.m. and midnight on any day of the week.

(3) Alcoholic beverage establishments. All establishments licensed as alcoholic beverage establishments, either as permitted main or accessory uses, shall only offer alcoholic beverages for sale or on-premises consumption within the hours of 8:00 a.m. and 5:00 a.m. on any day of the week.

(a) Restaurants not operating as dance halls or entertainment establishments. Restaurants with full kitchen facilities, serving full meals, licensed as alcoholic beverage establishments, but not operating as dance halls or entertainment establishments, may remain open 24 hours a day; however, alcoholic beverages may not be offered for sale or on-premises consumption between the hours of 5:00 a.m. and 8:00 a.m.

(b) Restaurants also operating as dance halls or entertainment establishments. Restaurants with full kitchen facilities, serving full meals, licensed as alcoholic beverage establishments, and also operating as dance halls, or entertainment establishments, may remain open 24 hours a day; however, alcoholic beverages

may not be offered for sale or on-premises consumption between the hours of 5:00 a.m. and 8:00 a.m., and dancing and entertainment shall not be conducted between the hours of 5:00 a.m. and 10:00 a.m.

(c) Other alcoholic beverage establishments. Other alcoholic beverage establishments, not containing restaurants with full kitchen facilities, shall close at 5:00 a.m. and keep closed the place of business and not allow any patron or other persons, other than those employed by the vendor, to remain therein between the hours of 5:00 a.m. and 8:00 a.m.

(d) Sidewalk cafes. Notwithstanding the provisions of subsections (3)(a) through (c), alcoholic beverages shall not be offered for sale or consumption at sidewalk cafes, as defined in section 82-366 of this Code and as otherwise permitted by the City in accordance with chapter 82, article IV, division 5, subdivision II of this Code (as may be amended from time to time), between the hours of 1:30 a.m. and 8:00 a.m., and shall not be consumed at sidewalk cafes between the hours of 2:00 a.m. and 8:00 a.m. No variances may be granted from the provisions of this section 6-3(3)(d) as to the hours of sale or consumption of alcoholic beverages at sidewalk cafes.

Note: For purposes of this section, full kitchen facilities shall mean having commercial grade burners, ovens, and refrigeration units of sufficient size and quantity to accommodate the occupancy content of the establishment. Full kitchen facilities must contain grease trap interceptors, and meet all applicable city, county, and state codes.

(4) Off-premises package sales by alcoholic beverage establishments. Off-premises package sales shall be permitted between the hours of 8:00 a.m. and midnight, for all establishments licensed as alcoholic beverage establishments.

(5) Private clubs. A private club, either as a permitted main or accessory use, shall only offer alcoholic beverages for sale or on-premises consumption if the private club, in accordance with section 6-2(a), secures a license for the distribution or sale of any alcoholic beverages from the division of alcoholic beverages and tobacco of the department of business and professional regulation of the state. Private clubs licensed as alcoholic beverage establishments, either as permitted main or accessory uses, shall, only offer alcoholic beverages for sale or on-premises consumption between the hours of 8:00 a.m. and 5:00 a.m., on any day of the week, provided that service is made only to members and guests of members pursuant to Florida Statutes. However, any private club permitted to remain open after 2:00 a.m. shall purchase an extra-hours license and must provide for security in its premises by hiring private security guards or off-duty police officers between the hours of 2:00 a.m. and 5:00 a.m. each day.

Private clubs securing a license from the state division of alcoholic beverages and tobacco by complying with the requirements of F.S. § 561.20 for racquetball, tennis, or golf course facilities may admit members at any time for use of such facilities, but may not serve alcoholic beverages after 2:00 a.m. each day unless such private club is the holder of an extra-hours license and complies with the above requirements.

(6) Notwithstanding subsection (3)(d), an ~~A~~alcoholic beverage establishment~~s~~ set forth in subsections (3) and (5) permitted to remain open to serve alcoholic beverages for on-premises consumption until 5:00 a.m. may continue to serve alcoholic beverages for on-premises consumption and for consumption at the establishment's sidewalk cafe (i) until 7:00 a.m. on January 1 (New Year's Day) or, if January 1 is on a Sunday, until 7:00 a.m. on Monday if the day that is observed as a national holiday for New Year's

Day is on Monday, and (ii) until 7:00 a.m. during certain major event days or weekends as may be designated by the city commission or as may be designated by the city manager following approval by the city commission, under the following conditions:

(a) The police department and the code compliance department of the city must be notified by a letter, received no later than 15 business days prior to either: (a) January 1, or (b) the day on which alcohol sales are to be extended, stating that the alcoholic beverage establishment intends to serve alcoholic beverages for on-premises consumption <u>and for consumption at the establishment's sidewalk cafe</u> until 7:00 a.m.;

(b) If deemed reasonably necessary by the police chief, or the police chief's designee, off-duty police officers must be provided at the alcoholic beverage establishment until 7:00 a.m.;

(c) There are no pending City Code violations against the alcoholic beverage establishment;

(d) No delinquent or past due monies are owed to the city;

(e) Outdoor entertainment or open-air entertainment is not allowed;

(f) No violation of the city's noise ordinance shall be permitted;

(g) No violation of the approved fire code occupancy load shall be permitted;

(h) All required city permits and licenses are current;

(i) The State of Florida alcoholic beverage license is current; and

(j) Any other conditions required by the city manager in order to protect the public health, safety, or welfare.

Alcoholic beverage establishments set forth in subsections (3) and (5) permitted to remain open to serve alcoholic beverages for on-premises consumption until 5:00 a.m. may continue to serve alcoholic beverages until 6:00 a.m. on the first day of daylight savings time in the spring.

(7) The city manager may suspend the provisions of subsection (6) at any time to protect the public health, safety, or welfare.

(8) Penalties and enforcement.

(a) The following penalties shall be imposed for a violation of this section:

i. The penalty for the first violation by a person or entity within a 12-month period shall be a civil fine of $1,000.00;

ii. The penalty for the second violation by a person or entity within a 12-month period shall be a civil fine of $5,000.00;

iii. The penalty for the third violation by a person or entity within a 12-month period shall be a civil fine of $10,000.00;

iv. 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 city may initiate proceedings to revoke the certificate of use, business tax receipt, or certificate of occupancy of the violator.

v. A sidewalk cafe permittee that has been issued four (4) or more violations pursuant to this section or section 82-388 within a permit year shall be prohibited from applying for and obtaining a sidewalk cafe permit for a period of two (2) permit years following the permit year in which the sidewalk cafe permittee incurred the violations.

(b) Enhanced penalty. The following enhanced penalty shall be imposed, in addition to any mandatory fines set forth in subsection (8)(a) above, for violations of this section:

i. The sale of alcoholic beverages in violation of this section must be immediately terminated, upon confirmation by the code compliance department that a violation has occurred.

(c) Enforcement. The code compliance department shall enforce 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 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.

(d) 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 violator who has been served with a notice of violation must elect to either:

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, which must be requested within ten (10) days of the service of the notice of violation.

ii. 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. 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 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. 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.

v. Any party aggrieved by a decision of a special master may appeal that decision to a court of competent jurisdiction.

vi. 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. The special master shall not have discretion to alter the penalties prescribed in subsection (8)(a) or (8)(b).

SECTION 2. Section 82-388, entitled "Hours of Sale of Alcoholic Beverages; Enforcement," of Subdivision II, of Division 5, of Article IV, of Chapter 82, of the City Code of the City of Miami Beach is hereby amended as follows:

CHAPTER 82

PUBLIC PROPERTY

* * *

ARTICLE IV. Uses in Public Rights-of-Way

* * *

Division 5. Sidewalk Cafes

* * *

Subdivision II. Permit

* * *

Section 82-388. Hours of sale of alcoholic beverages; exceptions; enforcement.

(a) Alcoholic beverages shall not be offered for sale or consumption at sidewalk cafes between the hours of 1:30 a.m. and 8:00 a.m., and shall not be consumed at sidewalk cafes between the hours of 2:00 a.m. and 8:00 a.m. Compliance with this section shall be a condition of maintaining a sidewalk cafe permit.

(b) Notwithstanding subsection (a), alcoholic beverages may be offered for sale or consumption and may be consumed at sidewalk cafes at such additional times as provided in Section 6-3 of this Code.

~~(b)~~(c) A violation of this section shall be enforced and penalties shall be imposed in accordance with section 6-3(8) of this Code.

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 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.

ATTEST:

_____
Philip Levine, Mayor

_____
Rafael E. Granado, City Clerk

(Sponsored by Commissioner Michael Grieco)

Underline denotes new language
~~Strikethrough~~ denotes removed language

APPROVED AS TO
FORM AND LANGUAGE
AND FOR EXECUTION

11/25/15

City Attorney Date

NK

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Condensed Title:

An Ordinance Granting To Peoples Gas System, A Division Of Tampa Electric Company, Its Successors And Assigns, A Non-Exclusive Natural Gas Franchise Agreement To Use The Public Rights-Of-Way Of The City Of Miami Beach, Florida, And Prescribing The Provisions And Conditions Under Which Said Franchise Shall Be Exercised; Providing For Monthly Payments To The City; Providing An Effective Date; And Repealing Prior Ordinance.

Key Intended Outcome Supported:

Item Summary/Recommendation:

The City Commission, through the ratification of Ordinance No. 90-2679, granted TECO/Peoples Gas System, Inc. (PGS), a non-exclusive twenty year franchise to construct, operate and maintain gas system facilities in the City (the "Agreement"). The Agreement remained valid through February 17, 2010, and required PGS to pay the City a franchise fee that equals 6% of their monthly "gross sales of gas". The Agreement further mandates that PGS file monthly returns within thirty days after the last day of the month or be subject to a one percent per month penalty, and maintain sufficient insurance coverage. The Agreement by Florida Law, automatically extended on a month-to-month basis as a new Agreement is being negotiated.

ANALYSIS

Until about 20 years ago, PGS purchased all of its gas and sold it at its cost plus it's Florida Public Service Commission-approved tariff rate. In 1990, certain large volume customers began purchasing their gas from suppliers outside the State of Florida. PGS thereafter transported that gas and delivered it to the customers who had purchased it. Those customers were then, and remain, billed by PGS for the transportation of the gas only, not for the sale of the gas. Thus, PGS no longer collected the franchise fee for the gas from these customers, since the gas was purchased by the customer from a seller other than PGS. This appeared to be a new business practice throughout the natural gas industries for retail service.

PGS collected and remitted in the past, and continues to collect and remit, franchise fees on all sales of gas made by PGS to its customers in Miami Beach as per the agreement, the vast majority of which are residential and very small commercial customers.

In an audit report prepared in August 2010, the Internal Audit Division estimated that PGS's transports of natural gas to various customers could have yielded a franchise fee of $242,679 that the City was legally prohibited from collecting. These estimated fees have fluctuated based upon the change in natural gas prices but there is the potential of additional franchise revenues to be achieved by renegotiating the existing Agreement.

Initial discussions with PGS indicate a willingness to collect and pay a franchise fee of 6% on the gross revenues, which includes the transportation and the sale of natural gas by PGS. The franchise agreement will be for a ten (10) year period, as recommended by the Budget Advisory Committee, which will allow the City to reevaluate this matter to attain the most viable franchise agreement for the City of Miami Beach.

THE ADMINISTRATION RECOMMENDS SETTING THE PUBLIC HEARING FOR THE ORDINANCE.

Advisory Board Recommendation:

Financial Information:

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
JJF	ETC	JLM

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Agenda Item RSN
Date 12-9-15

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: December 9, 2015

SUBJECT: **AN ORDINANCE GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF MIAMI BEACH, FLORIDA, AND PRESCRIBING THE PROVISIONS AND CONDITIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR MONTHLY PAYMENTS TO THE CITY; PROVIDING AN EFFECTIVE DATE; AND REPEALING PRIOR ORDINANCE.**

BACKGROUND

The City Commission, through the ratification of Ordinance No. 90-2679, granted TECO/Peoples Gas System, Inc. (PGS), a non-exclusive twenty year franchise to construct, operate and maintain gas system facilities in the City (the "Agreement"). The Agreement remained valid through February 17, 2010, and required PGS to pay the City a franchise fee that equals 6% of their monthly "gross sales of gas". The Agreement further mandates that PGS file monthly returns within thirty days after the last day of the month or be subject to a one percent per month penalty, and maintain sufficient insurance coverage. The Agreement by Florida Law, automatically extended on a month-to-month basis as a new Agreement is being negotiated.

ANALYSIS

Until about 20 years ago, PGS purchased all of its gas and sold it at its cost plus its Florida Public Service Commission-approved tariff rate. In 1990, certain large volume customers began purchasing their gas from suppliers outside the State of Florida. PGS thereafter transported that gas and delivered it to the customers who had purchased it. Those customers were then, and remain, billed by PGS for the transportation of the gas only, not for the sale of the gas. Thus, PGS no longer collected the franchise fee for the gas from these customers, since the gas was purchased by the customer from a seller other than PGS. This appeared to be a new business practice throughout the natural gas industries for retail service.

PGS collected and remitted in the past, and continues to collect and remit, franchise fees on all sales of gas made by PGS to its customers in Miami Beach as per the agreement, the vast majority of which are residential and very small commercial customers.

In an audit report prepared in August 2010, the Internal Audit Division estimated that PGS's transports of natural gas to various customers could have yielded a franchise fee of $242,679 that the City was legally prohibited from collecting. These estimated fees have fluctuated based upon

the change in natural gas prices but there is the potential of additional franchise revenues to be achieved by renegotiating the existing Agreement.

Initial discussions with PGS indicate a willingness to collect and pay a franchise fee of 6% on the gross revenues, which includes the transportation and the sale of natural gas by PGS. The franchise agreement will be for a ten (10) year period, as recommended by the Budget Advisory Committee, which will allow the City to reevaluate this matter to attain the most viable franchise agreement for the City of Miami Beach.

CONCLUSION

The administration recommends setting a public hearing for the Ordinance.

JLM/ETC/MF

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ORDINANCE NO. _____

AN ORDINANCE GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF MIAMI BEACH, FLORIDA, AND PRESCRIBING THE PROVISIONS AND CONDITIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR MONTHLY PAYMENTS TO THE CITY; PROVIDING AN EFFECTIVE DATE; AND REPEALING PRIOR ORDINANCE.

WHEREAS, there is currently in effect a franchise agreement between the City of Miami Beach ("City") and Peoples Gas System, a division of Tampa Electric Company ("PGS"), the terms of which are set forth in City of Miami Beach Ordinance No. 90-2679, passed and adopted February 7, 1990, and PGS's written acceptance thereof dated January 2, 1990, granting to PGS, its successors and assigns, a twenty (20) year gas franchise ("Current Franchise Agreement"); and

WHEREAS, PGS and the City desire to enter into a new agreement ("Franchise Agreement") providing for the payment of fees to the City in exchange for the non-exclusive right and privilege of supplying natural gas and other natural gas systems-related services within the City of Miami Beach free of competition from the City of Miami Beach, pursuant to certain terms and conditions; and

WHEREAS, the City Commission deems it to be in the best interest of the City of Miami Beach and its citizens to enter into the new Franchise Agreement.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. For the purposes of this Ordinance, the following terms shall have the meaning given herein:

A. "Customer" shall mean any Person served by the Company or to which gas is transported within the corporate limits of the City.

B. "City" or "Grantor" shall mean the City of Miami Beach, a municipal corporation operating pursuant to Florida law.

C. "Company," "Grantee" or "PGS" shall mean Peoples Gas System, a division of Tampa Electric Company, a Florida corporation, its successors and assigns.

D. "Distribution Systems" or "Distribution Facilities" shall mean any and all transmission pipe lines, main pipe lines and service lines, together with all tubes, traps, vents, vaults, manholes, meters, gauges, regulators, valves, conduits, attachments, structures and other appurtenances, as are used or useful in the sale, distribution, transportation or delivery of natural gas and as are situated within the corporate limits of the City.

E. "Effective Date" shall mean the date this Franchise becomes effective as described in Section 21 below.

F. "Franchise" or "Franchise Agreement" shall mean this Ordinance, as passed and adopted by the City and accepted by PGS, as provided in Section 21 below.

G. "FPSC" shall mean the Florida Public Service Commission or any successor agency.

H. "Gross Revenues" shall mean all revenues (as defined by the Florida Public Service Commission) received by PGS from any Customer from the sale, distribution, transportation, delivery and conveyance of Natural Gas.

I. "Person" shall mean any individual, firm, partnership, estate, corporation, company or other entity, including, but not limited to, any government entity.

J. "Natural Gas" or "Gas" shall mean natural gas and/or manufactured gas and/or a mixture of gases which is distributed or transported in pipes and measured by meter on the Customer's premise. It shall not mean propane gas or liquefied petroleum gas (commonly referred to as "bottled gas").

K. "Right-of-Way" means any street, road, lane, highway, avenue, boulevard, alley, waterway, bridge, easement, public place or other Right-of-Way that is owned by the City.

SECTION 2. There is hereby granted to Grantee, for the period of ten (10) years from the effective date hereof, the non-exclusive right, privilege, and franchise (hereinafter called "Franchise") to construct, operate, and maintain in, under, upon, along, over, and across the present and future Rights-of-Way) throughout all of the incorporated areas, as such incorporated areas may be constituted from time to time, of the Grantor, in accordance with PGS's customary practice with respect to construction and maintenance, distribution systems or distribution facilities (including, without limitation, transmission and distribution pipe lines, and all other systems or facilities installed in conjunction with or ancillary to all of the Grantee's operations), for the purpose of supplying natural gas service and other natural gas-related services incidental thereto (which other natural gas-related services are defined as PGS's facility-to-facility capabilities over the distribution systems lines to identify future needs on improved methods of delivering natural gas, and other services necessary or helpful to the provision of natural gas service, and which do not include any services that are sold to others including, without limitation, the transportation and delivery of natural gas) to the Grantor and its successors, and the inhabitants thereof, and persons beyond the limits thereof.

SECTION 2.(a). The Distribution Systems shall be so located, re-located, installed, constructed, and erected as to not unreasonably interfere with the convenient, safe, continuous use, or with the maintenance, improvement, extension or expansion of any public "road," as defined under the Florida Transportation Code, nor unreasonably interfere with reasonable egress from and ingress to abutting property.

(b) To minimize such conflicts with the standards set forth in subsection (a) above, the location, relocation, installation, construction, or erection of all facilities shall be made as representatives of the City may prescribe in accordance with all applicable federal, state, and local statutes, laws, ordinances, rules, and regulations, and pursuant to Grantor's valid rules and regulations with respect to utilities' use of Rights-of-Way relative to the placing and maintaining in,

under, upon, along, over, and across said Rights-of-Way, provided that such rules and regulations shall be:

(i) for a valid municipal purpose;

(ii) shall not prohibit the exercise of Grantee's rights to use said Rights-of-Way for reasons other than conflict with the standards set forth above;

(iii) shall not unreasonably interfere with Grantee's ability to furnish reasonably sufficient, adequate, and efficient natural gas service to all its customers while not conflicting with the standards set forth above; or

(iv) shall not require relocation of any of the Distribution Systems or facilities installed before or after the effective date hereof in any Rights-of-Way unless or until the facilities unreasonably interfere with the convenient, safe, or continuous use, or the maintenance, improvement, extension, or expansion, of such Rights-of-Way.

(c) Such rules and regulations shall recognize that above-grade distribution systems of the Grantee installed after the effective date hereof should, unless otherwise permitted, be installed near the outer boundaries of the public Rights-of-Way to the extent possible, and such installation shall be consistent with the Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, as same may be amended from time to time.

(d) When any portion of a public Right-of-Way is excavated, damaged, or impaired by PGS, or any of its agents, contractors or subcontractors, because of the installation, inspection, or repair of any of its Distribution Systems or Distribution Facilities, the portion of the public Right-of-Way so excavated, damaged, or impaired shall, within a reasonable time and as early as practicable, but in no event greater than ten (10) days after completion of the underlying project, be restored to its original condition before such excavation, damage, or impairment by the Grantee at its expense.

(e) The City shall not be liable to the Grantee for any cost or expense in connection with any relocation of the Distribution Systems required under this Section, except, however, the Grantee may be entitled to reimbursement of its costs from others and as may be provided by law.

(f) In the event the Grantor requires removal or relocation of the Distribution Systems because the Distribution Systems unreasonably interfere with the standards set forth in subsection (a) hereof, and Grantee fails to remove or relocate such Distribution Systems at Grantee's expense within thirty (30) days after written notice from the City, then the City may proceed to cause the Distribution Systems to be removed or relocated and the expense therefore shall be charged against the Grantee.

SECTION 3. The City shall in no way be liable or responsible for any accident, injury, or damage, whether to persons or property, that may occur in the construction, installation, location, relocation, reconstruction, maintenance, repair, or operation by PGS of its distribution systems hereunder. Accordingly, acceptance of this Franchise Agreement by PGS shall be deemed an agreement on the part of the PGS, and PGS shall indemnify and hold harmless the City, and its officers, employees, agents, servants, contractors, or subcontractors, from and against any and all liability, loss, costs, damages, attorneys' fees, or expenses (including, without limitation, those for or related to any accident, injury, personal injury, wrongful death, or other damage to persons or property), including the City's reasonable attorneys' fees and costs incurred in defending itself against any claims for such liabilities, losses, costs, damages, or expenses asserted against the City by others which may accrue to or be incurred by or charged or sought against the City, or any of its officers, employees, agents, servants, contractors, or subcontractors, by reason of construction, installation, location, relocation, reconstruction, maintenance, repair, or operation of the Distribution Systems, or by any acts or omissions of negligence, gross negligence, strict liability, products liability, or intentional torts, default, or misconduct of PGS, or any of its officers, directors, agents, servants, employees, contractors, or subcontractors. The indemnity hereunder shall include not only the reasonable costs, expenses, and attorneys' fees incurred by the City in

defense of any third party's claim (prior to and during all phases of litigation, including trial and post-trial and appellate proceedings), but shall also include the reasonable costs, expenses, and attorneys' fees incurred by the City in the event it must enforce the terms of this indemnity prior to and during all litigation, including trial, post-trial, and appellate proceedings. This indemnity shall survive expiration or other termination of this Franchise Agreement.

SECTION 4. All rates and rules and regulations established by the Grantee from time to time shall be subject to such regulation as may be provided by law.

SECTION 5. Except as provided in Section 14, the Franchise hereby granted shall be for a period of ten (10) years from the effective date of this ordinance.

SECTION 6. The Franchise hereby granted shall not be leased, assigned or otherwise alienated or disposed of except with the prior express written consent of the City, which shall not be unreasonably withheld or unduly delayed. No assignment shall be allowed without the assignee assuming the terms of the Franchise Agreement with the City.

SECTION 7. As a consideration for this Franchise, PGS shall pay to the City, commencing thirty (30) days after the effective date herein, and each month thereafter for the remainder of the term of this Franchise, an amount which when added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem property taxes and non-ad valorem tax assessments on property) levied or imposed by the City against PGS's property, business or operations, and against the property, business, or operations of the Grantee's subsidiaries that are directly involved in supplying natural gas and other natural gas-related services as defined in Section 1 of this Franchise Agreement, during PGS's monthly billing period ending sixty (60) days prior to each such payment, will equal six percent (6.00%) of the Grantee's gross revenues a sum of money equal to six percent (6%) of Gross Revenues, from the sale, transaction, distribution, transportation, delivery and conveyance of Natural Gas to Customers within the corporate limits of the City.

SECTION 8. As a further consideration, during the term of this Franchise, the Grantor agrees: (a) not to engage in the distribution and/or sale, in competition with the Grantee, of natural gas to any ultimate consumer of the natural gas (herein called a "customer") or to any Distribution Systems established solely to serve any customer formerly served by the Grantee; and (b) not to participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate the Grantee to transmit and/or distribute, natural gas from any third party(ies) to any other retail customer's facility(ies); provided, however, that the Grantor shall not be considered a "third party" or an "other retail customer" for purposes of this provision. Nothing specified herein shall prohibit the Grantor from engaging with other utilities or persons in wholesale transactions or franchise agreements surrounding those third party supplies of natural gas. Nothing specified herein is intended to restrict the Grantor from securing the appropriate franchise fees from those entities that are utilizing the Distribution Systems, which is the subject of the Grantor's agreement not to compete set forth in this paragraph.

Nothing specified herein shall prohibit the Grantor, if permitted by law: (i) from purchasing natural gas from any other person or utility; or (ii) from seeking to have the Grantee transmit and/or distribute to any facility(ies) of the Grantor natural gas purchased by the Grantor from any other person or utility in compliance with applicable laws and regulations. The City shall be free to consummate such purchase transaction with such other person or utility, and all of the terms and conditions of this Franchise shall remain in effect.

SECTION 9. The Distribution Systems shall be erected, placed, or laid in such manner as will, consistent with necessity, least interfere with other public uses of the Rights-of-Way, and said Rights-of-Way shall not be unnecessarily obstructed, and before, except in an emergency situation, the Company makes any excavation or disturbs the surface of any of the Rights-of-Way, it shall obtain a permit from the appropriate City authority. The City shall issue, or if applicable deny, permits within ten (10) business days of application by the Company. For each application by the Company, a specific time to the Company shall, with due diligence and dispatch, place such

Rights-of-Way in as good a condition as before such excavation or disturbance was made shall be included in the permit issued by the Miami Beach Department of Public Works for the Company to complete any restoration of Rights-of-Way required. Annually the Company shall provide the City with an irrevocable letter of credit in the face amount of a minimum sum of fifty thousand ($50,000) dollars, in a form as approved by the Miami Beach City Attorney, to serve as security for the timely performance of work identified in the permit. The City may draw from such letter of credit in the event work as required on each permit is not completed timely by the Company and such restoration work must be performed by the City. The letter of credit must be replenished by the Company such that the balance of credit never falls below twenty five thousand ($25,000) dollars upon a draw from such letter by the City; provided, however, that should the Company fail, within ten (10) days of its receipt of written notice from the City, to restore such Rights-of-Way, then the City may undertake such restoration (other than any restoration work on the Distribution Systems) and charge the reasonable cost thereof to the Company.

To the extent consistent with Florida law, PGS hereby agrees to abide by all the rules and regulations and ordinances which the City has passed or might pass in the future, in the exercise of its police power, and further agrees to abide by any established policy which the City or its duly authorized representative has passed, established, or will establish, in the exercise of its police power; provided, however, that the City shall not pass any ordinance or regulation that results in a material change in the rights or obligations of the Company under the Franchise Agreement.

SECTION 10. All such components of the Distribution Systems or Distribution Facilities located within the City shall be installed and maintained in accordance with accepted industry practice and in accordance with the orders, rules, and regulations of the Florida Public Service Commission.

SECTION 11. All components of the Distribution Systems or facilities shall be laid consistent with all applicable codes, rules, regulations and laws.

SECTION 12. The City reserves the right to permit to be laid, electric conduits, water and gas pipes and lines, cables, sewers, and to do and permit to be done any underground work that may be deemed necessary or proper by the City in, across, along, or under any Right-of-Way. Whenever, by reason of establishing a grade or by reason of changes in the grade of any Right-of-Way, or by reason of the widening, grading, paving, or otherwise improving present or future Rights-of-Way, or in the location or manner of construction of any water pipes, electric conduits, sewers, or other underground structure located within the Rights-of-Way, it shall be deemed necessary by the City to remove, relocate or disconnect any portion of the Distribution Systems hereto for any public purpose as determined in the sole discretion of the City, such removal, relocation or disconnection shall be made by the Company as ordered in writing by the City without claim for reimbursement. If the City shall require the Company to remove, relocate or disconnect any portion of its Distribution Systems or in any way to alter the placement or location of the Distribution Systems, to enable any other Person to use said Rights-of-Way, as part of its permitting or approval process, the City shall require the Person desiring or occasioning such removal, relocation, disconnection or alteration to reimburse the Company for any loss, cost or expense caused by or arising out of such removal, relocation, disconnection or alteration of any portion of the Distribution Systems. PGS further agrees that it will not intentionally interfere with, change, or injure any water pipes, drains, or sewers of said City unless it has received specific permission from the City or its duly authorized representative.

SECTION 13. If during the term of this Franchise Agreement the Grantee enters into a franchise agreement with any other municipality or county government located in the State of Florida, the terms of which provide for the payment of franchise fees by the Grantee at a rate greater than six percent (6.00%) of the Grantee's revenues, under the same terms and conditions as specified in Section 7 hereof, then the Grantee, upon written request of the Grantor, shall negotiate and enter into a franchise agreement with the Grantor in which the percentage to be used in calculating monthly payments under Section 7, using the same terms and conditions as

specified in Section 7 hereof, shall be the greater rate provided to the other municipality or county located in the State of Florida; provided, however, that if the franchise with such other municipality or county in the State of Florida contains additional benefits given to Grantee in exchange for the increased franchise rate, and such additional benefits are not contained within this Franchise Agreement, then Grantee shall have the sole discretion to include within such Franchise Agreement with Grantor the additional benefits found within the triggering franchise (i.e., the franchise that triggers the operation of this Most Favored Nations provision) which Grantee may choose to include in the Franchise Agreement with Grantor.

SECTION 14. Failure on the part of PGS to comply in any material respect with any of the provisions of this Franchise shall be grounds for forfeiture. In the event Grantor reasonably determines that it will invoke this forfeiture provision, Grantor shall give the Grantee at least sixty (60) days advance written notice of its intent to invoke the forfeiture provision, and the Grantor and Grantee agree to negotiate in good faith toward a mutually acceptable resolution of the claimed basis for the forfeiture during this sixty (60) day period. Such notice shall, without prejudice to any of the rights reserved for the Grantor herein, advise the Grantee of the substance of the alleged failure of Grantee to comply in a material respect with the provisions of this Franchise that Grantor considers to be the basis for the forfeiture. The Grantee shall then have thirty (30) days in which to correct or otherwise remedy the claimed basis for the forfeiture. If the Grantor reasonably determines that such claimed basis for the forfeiture is not remedied by the Grantee within said time period, the Grantor may invoke this forfeiture provision by delivering written notice to Grantee's Corporate Secretary and forfeiture shall be effective on the date of delivery of such notice. Nothing contained herein shall be construed as constraining Grantee's rights to legally challenge at any time Grantor's determination of the claimed basis for the forfeiture leading to termination under this Section. The Grantor maintains the right, at its discretion, to grant such additional time to the Grantee for compliance as necessities in the case require.

Section 15. The City may, at its option and at its sole expense, examine the books and records of Grantee as such books and records relate to the calculation of the franchise fee payment to the Grantor for the calendar year preceding such anniversary date, and those records related to third party natural gas suppliers based upon the sale, distribution, transportation, delivery, and conveyance of the natural gas through the Distribution Systems; provided, that any such inspection shall take place during regular business hours at Grantee's head office, no more than once per year and City provides PGS with reasonable advance written notice. Grantee shall observe all legal and regulatory requirements in establishing and maintaining its system of accounts and forms of material. Grantee shall attach to each payment to Grantor a statement of its gross revenues against which the franchise fee is to be calculated as to all accounts. Acceptance of payment by Grantor shall not stop Grantor from asserting that the amount paid is not the amount due. Grantee shall make available for review all accounts and records of Grantee that Grantor may reasonably request or require relative to calculating the franchise fee. Such examination of books and records of Grantee by Grantor shall be made during the regular business hours of the Grantee at the general office of the Grantee. Records not prepared by the Grantee in the ordinary course of its business may be provided at the Grantor's expense and as the Grantor and the Grantee may agree in writing. Additionally, where copies of Grantee's records may be properly obtained by Grantor for purposes of this Section, said copies will be made at the Grantee's expense. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the Grantor, shall be reported to the Grantee. The Grantor's right to examine the records of the Grantee in accordance with this Section shall not be conducted by any third party employed by the Grantor whose fee, in whole or part, for conducting such audit is contingent on findings of the audit. Records shall be retained by Grantee for a period of five (5) years. The provisions of this Section shall survive termination of this Franchise Agreement for a period of five (5) years.

Notwithstanding the preceding paragraph, Grantor shall have one (1) year following the expiration or termination of the Current Franchise Agreement within which to conduct the examination and audit contemplated by this Section, as to such Agreement; such examination and audit to cover the last three (3) years of the Current Franchise Agreement.

SECTION 16. Notwithstanding any provision of this Franchise Agreement, nothing herein shall prevent, prohibit, or in any way restrict the Grantor's ability to take advantage of all applicable services set forth in Grantee's tariffs as those tariffs are approved from time-to-time by Grantee's regulators, and nothing herein shall prevent, prohibit, or in any way restrict the Grantor's ability to avail itself of all rights accruing to Grantor as a retail customer of Grantee under Florida law and the rules and regulations of the Florida Public Service Commission.

SECTION 17. During the term of this Franchise, the Company shall file with the City Clerk and shall keep in full force and effect at all times during the effective period hereof, insurance certificates evidencing a general liability insurance policy or policies or evidence of self-insurance within the corporate limits of the City, as they currently exist or may exist in the future. Each such policy shall be in the minimum sum of $1,000,000.00 for injury or death to any one person, and in the minimum sum of $5,000,000.00 for injury or death to all persons where there is more than one person involved in any one accident, and in the minimum sum of $1,000,000.00 for damage to property, resulting from any one accident, and each of the said minimum sums shall remain in full force and shall be undiminished during the effective period of this Ordinance. The coverage requirements set forth in this Section may be satisfied, in whole or in part, with self-insurance.

Every such insurance policy shall contain a provision whereby every company executing the same shall obligate itself to notify the clerk of the City, in writing, at least thirty (30) days before any material alteration, modification, or cancellation of such policy is to become effective.

SECTION 18. Changes in the terms and conditions hereof may be made by written agreement between the City and the Company.

SECTION 19.

A. If any section, part of a section, paragraph, sentence, or clause of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of any other portion hereof, but shall be restricted and limited in its operation and effect to that specific portion hereof involved in the controversy in which such decision shall have been rendered; provided, however, that should elimination of the specific portion of the Franchise Agreement adjudged to be invalid results in significant adverse consequences to a party, then that party may terminate this Franchise Agreement by providing thirty (30) days written notice to the other party.

B. Upon the issuance by a court of competent jurisdiction of an order, ruling, or decision, or the enactment or adoption by the Florida Legislature, the City or any other governmental or regulatory body, of a law, rule, regulation or ordinance, that materially diminishes a municipality's ability to exact franchise fees from a utility, or that effectively does away with the ability of a municipality to grant a franchise altogether, then the Company or City may terminate this Franchise Agreement by providing ninety (90) days written notice to the other party.

SECTION 20. Ordinance 90-2679, passed and adopted February 7, 1990 and all other ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed.

SECTION 21. As a condition precedent to the taking effect of this Ordinance, the Grantee shall file its acceptance hereof with the Grantor's Clerk. Grantor and Grantee agree and acknowledge that Grantee shall deliver its Acceptance to Grantor on or before January 29, 2016, provided that this Ordinance has passed on first and second reading on or before January 29, 2016, and in that event the effective date of the Franchise Agreement shall be the date on which said Acceptance is delivered to the Grantor's Clerk by Grantee.

PASSED on first reading this _____ day of _____, 201___.

PASSED AND ADOPTED on second reading this _____ day of _____, 201____.

ATTEST:

_____
PHILIP LEVINE, MAYOR

_____
RAFAEL GRANADO, CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney AB 11/25/15
Date

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Condensed Title:

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 VI, ENTITLED "PROCUREMENT," BY AMENDING DIVISION 3, ENTITLED "CONTRACT PROCEDURES," BY AMENDING SECTION 2-375, TO BE ENTITLED "NON-DISCRIMINATION; CONTRACT REQUIREMENTS; WAIVER," TO PROVIDE THAT THE CITY SHALL NOT PROCURE GOODS OR SERVICES FROM, OR OTHERWISE CONTRACT WITH, A BUSINESS WHICH ENGAGES IN THE BOYCOTT OF A NATION OR COUNTRY, OR A BUSINESS WHICH BLACKLISTS OR OTHERWISE REFUSES TO DEAL WITH A PERSON OR ENTITY BASED ON RACE, COLOR, RELIGION, GENDER, OR NATIONAL ORIGIN, AND PROVIDING REQUIREMENTS FOR CITY CONTRACTS AND WAIVER PROVISIONS; PROVIDING FOR REPEALER; CODIFICATION; SEVERABILITY; AND AN EFFECTIVE DATE.

Key Intended Outcome Supported:

N/A

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

N/A

Item Summary/Recommendation:

At the request of Mayor Philip Levine, the City Attorney's Office and the Administration placed this item on the agenda for the December 9, 2015 City Commission meeting for first reading of an ordinance that would preclude the City from entering into a contract with any business engaging in the boycott of a nation or country, or of a person based on race, color, religion or national origin.

The proposed Ordinance requires that all City contracts, awarded pursuant to the procurement provisions in Article VI of Chapter 2 of the City Code, include a representation by the contracting party that it does not engage, nor will it engage, in the boycott of a nation or country, or of a person or entity based on race, color, religion, gender, or national origin. Pursuant to the Ordinance, the term boycott includes the blacklisting, divestment from, or otherwise refusal to deal with a country or nation, or with a person or entity based on race, color, religion, gender or national origin. The term boycott specifically excludes:

1. A decision by the business based on economic reasons; or
2. Boycotts, embargoes, trade restrictions, or divestments specifically authorized or required by state or federal law.

The adoption of the Ordinance will ensure that the City will not support the practice of economic discrimination against nations or countries, or individuals or entities on the basis of race, color, religion, gender or national origin, by ensuring that it does not contract with businesses engaged in such practices.

RECOMMENDATION

Adopt the Resolution.

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: A fiscal impact is not anticipated.

City Clerk's Office Legislative Tracking:

Alex Denis, Virgilio Fernandez

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD	MT	JLM

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Agenda Item R50
Date 12-9-15

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: December 9, 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 VI, ENTITLED "PROCUREMENT," BY AMENDING DIVISION 3, ENTITLED "CONTRACT PROCEDURES," BY AMENDING SECTION 2-375, TO BE ENTITLED "NON-DISCRIMINATION; CONTRACT REQUIREMENTS; WAIVER," TO PROVIDE THAT THE CITY SHALL NOT PROCURE GOODS OR SERVICES FROM, OR OTHERWISE CONTRACT WITH, A BUSINESS WHICH ENGAGES IN THE BOYCOTT OF A NATION OR COUNTRY, OR A BUSINESS WHICH BLACKLISTS OR OTHERWISE REFUSES TO DEAL WITH A PERSON OR ENTITY BASED ON RACE, COLOR, RELIGION, GENDER, OR NATIONAL ORIGIN, AND PROVIDING REQUIREMENTS FOR CITY CONTRACTS AND WAIVER PROVISIONS; PROVIDING FOR REPEALER; CODIFICATION; SEVERABILITY; AND AN EFFECTIVE DATE.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

At the request of Mayor Philip Levine, the City Attorney's Office and the Administration placed this item on the agenda for the December 9, 2015 City Commission meeting for first reading of an ordinance that would preclude the City from entering into a contract with any business engaging in the boycott of a nation or country, or of a person based on race, color, religion or national origin.

ANALYSIS

The proposed Ordinance requires that all City contracts, awarded pursuant to the procurement provisions in Article VI of Chapter 2 of the City Code, include a representation by the contracting party that it does not engage, nor will it engage, in the boycott of a nation or country, or of a person or entity based on race, color, religion, gender, or national origin. Pursuant to the Ordinance, the term boycott includes the blacklisting, divestment from, or otherwise refusal to deal with a country or nation, or with a person or entity based on race, color, religion, gender or national origin. The term boycott specifically excludes:

1. A decision by the business based on economic reasons; or
2. Boycotts, embargoes, trade restrictions, or divestments specifically authorized or required by state or federal law.

FISCAL IMPACT

A fiscal impact is not anticipated.

CONCLUSION

The adoption of the Ordinance will ensure that the City will not support the practice of economic discrimination against nations or countries, or individuals or entities on the basis of race, color, religion, gender or national origin, by ensuring that it does not contract with businesses engaged in such practices.

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ORDINANCE NO. 2015- _____

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 VI, ENTITLED "PROCUREMENT," BY AMENDING DIVISION 3, ENTITLED "CONTRACT PROCEDURES," BY AMENDING SECTION 2-375, TO BE ENTITLED "NON-DISCRIMINATION; CONTRACT REQUIREMENTS; WAIVER," TO PROVIDE THAT THE CITY SHALL NOT PROCURE GOODS OR SERVICES FROM, OR OTHERWISE CONTRACT WITH, A BUSINESS WHICH ENGAGES IN THE BOYCOTT OF A NATION OR COUNTRY, OR A BUSINESS WHICH BLACKLISTS OR OTHERWISE REFUSES TO DEAL WITH A PERSON OR ENTITY BASED ON RACE, COLOR, RELIGION, GENDER, OR NATIONAL ORIGIN, AND PROVIDING REQUIREMENTS FOR CITY CONTRACTS AND WAIVER PROVISIONS; PROVIDING FOR REPEALER; CODIFICATION; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission strongly oppose the practice of economic discrimination and boycotts of nations or countries, or of persons and/or entities on the basis of race, color, religion, gender, or national origin; and

WHEREAS, the Mayor and City Commission desire to protect the interests of the citizens of Miami Beach by ensuring that the City will not be party to such discriminatory business practices and boycotts, and that procurement contracts are protected from the practical and legal instability inherent in agreements with parties that support or engage in such discriminatory practices.

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 VI of Chapter 2 of the Code of the City of Miami Beach is hereby amended as follows:

Chapter 2

ADMINISTRATION

* * *

Article VI. Procurement

* * *

Division 3. Contract Procedures

Section 2-375. Non-discrimination; contract requirements; waiver.

(a) Definitions.

As used in this section, the following terms shall have the following meaning:

Boycott means to blacklist, divest from, or otherwise refuse to deal with a nation or country, or to blacklist or otherwise refuse to deal with a person or entity when the action is based on race, color, religion, gender, or national origin of the person or entity. The term boycott does not include a decision based upon business or economic reasons, or boycotts, embargoes, trade restrictions, or divestments that are specifically authorized or required by federal law or state law.

Business means any sole proprietorship, organization, association, corporation, limited liability partnership, limited liability company, or other entity or business association, including wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations awarded a contract pursuant to this article.

(b) Contract requirements; waiver.

(1) The city shall not enter into a contract with a business unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, a boycott, as defined in this section.

(2) The city commission may, in its sole discretion, elect to waive the requirements of this section upon a 5/7 affirmative vote when the city commission deems the waiver necessary for the health, safety, or welfare of the city.

Sec. 2-375~~5~~6 – 2-390. Reserved.

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.

_____
Philip Levine, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

(Sponsored by Mayor Philip Levine)

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

Donald Papy for 12/2/15
City Attorney Date
DT

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R7

RESOLUTIONS

Condensed Title:

A resolution setting the dates for the year 2016 City Commission meetings.

Key Intended Outcome Supported:

Supports multiple KIO's.

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

Item Summary/Recommendation:

Pursuant to Section 2.04 of the Miami Beach City Charter, the City Commission shall meet at such times as may be prescribed by ordinance or resolution. The Administration recommends that when preparing the City Commission meeting calendar, the City Commission take into consideration the following events: U.S. Conference of Mayors; Miami-Dade County Days; Art Basel; ICMA Conference; August recess; September to set the tentative/final millage and budget approval; November for election/runoff election meetings (if it is an election year); and Federal & Religious Holidays.

In order to make the City Commission Meetings more efficient and prevent residents from spending multiple hours waiting for a time certain item to be heard, Mayor Philip Levine proposed in 2013 that all presentations and awards be heard at a separate meeting. By placing the Presentations and Awards on an alternate meeting date, the regular City Commission meetings will start business on time, which will increase the likelihood that time certain agenda items are taken up at the time listed, or closely thereafter. Additionally, having a designated Presentations and Awards Commission Meeting will allow the City Commission an opportunity to properly acknowledge and show gratitude to those individuals or groups who have taken an active role in serving our community. If needed, the Presentations and Awards Commission Meeting may be utilized for items that are deemed emergencies and/or continued or not reached during the previous Commission Meeting.

The Administration recommends approving the resolution.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

	Amount	Account	Approved
1			
2			
3			
Total			

OBPI

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Rafael E. Granado, City Clerk

Sign-Offs:

Department Director	Assistant City Manager	City Manager
REG	N/A	

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MIAMIBEACH

AGENDA ITEM R7A

DATE 12-9-15

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: December 9, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, SETTING THE DATES FOR THE YEAR 2016 CITY COMMISSION MEETINGS.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

Pursuant to Section 2.04 of the Miami Beach City Charter, the City Commission shall meet at such times as may be prescribed by ordinance or resolution.

The Administration recommends that when preparing the City Commission meeting calendar, the City Commission take into consideration the following events: U.S. Conference of Mayors; Miami-Dade County Days; Art Basel; ICMA Conference; August recess; September to set the tentative/ final millage and budget approval; November for election/runoff election meetings (if it is an election year); and Federal & Religious Holidays.

In order to make the City Commission Meetings more efficient and prevent residents from spending multiple hours waiting for a time certain item to be heard, Mayor Philip Levine proposed in 2013 that all presentations and awards be heard at a separate meeting. By placing the presentations and awards on an alternate meeting date, the regular City Commission meetings will start business on time, which will increase the likelihood that time certain agenda items are taken up at the time listed, or closely thereafter. Additionally, having a designated Presentations and Awards Commission Meeting will allow the City Commission an opportunity to properly acknowledge and show gratitude to those individuals or groups who have taken an active role in serving our community. If needed, the Presentations and Awards Commission Meeting may be utilized for items that are deemed emergencies and/or continued or not reached during the previous Commission Meeting.

The Administration suggests that when scheduling the 2016 City Commission Meeting dates, the City Commission accomplish three goals: 1) schedule one City Commission meeting and one Presentations and Awards Commission Meeting a month, if possible; 2) schedule Commission meetings on Wednesdays; and 3) not schedule Commission meetings during the month of August, while the City Commission is in recess.

It is recommended that the City Commission meetings be set as follows:

Commission Meetings **Starts at 8:30 a.m.**		**Presentations & Awards/Commission Meetings** **Starts at 5:00 p.m.**	
January 13	(Wednesday)	January 27	(Wednesday)
February 10	(Wednesday)	February 24	(Wednesday)
March 9	(Wednesday)	March 16	(Wednesday)
April 13	(Wednesday)	April 27	(Wednesday)
May 11	(Wednesday)	May 25	(Wednesday)
June 8	(Wednesday)	*No Meeting*	
July 13	(Wednesday)	July 27	(Wednesday)
August - City Commission in recess			
September 14	(Wednesday)		
September Budget Meeting(s) - TBA			
October 19	(Wednesday)	October 26	(Wednesday)
November 9	(Wednesday)	No Meeting	
December 7	(Wednesday)	December 14	(Wednesday)

CONCLUSION

The Administration recommends that the Mayor and City Commission approve the proposed City Commission Meeting dates and the Presentations & Awards/Commission Meeting dates for 2016.

JLM/REG/lc

Attachment "A": List of Federal and religious holidays.
Attachment "B": List of Jewish holidays.

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Attachment "A"

CITY OF MIAMI BEACH
FEDERAL AND RELIGIOUS HOLIDAYS 2016
(DATE OF OBSERVANCE)

New Year's Day	January 1, 2016
Dr. Martin Luther King, Jr. Day	January 18, 2016
President's Day	February 15, 2016
Good Friday	March 25, 2016
Easter	March 26, 2016
Memorial Day	May 30, 2016
Independence Day	July 4, 2016
Labor Day	September 5, 2016
Veterans Day	November 11, 2016
Thanksgiving Day	November 24, 2016
Day after Thanksgiving	November 25, 2016
Christmas	December 26, 2016

Attachment "B"

JEWISH HOLIDAYS 2016

Tu B'Shevat	January 25
Purim	March 23-24 ***(work should be avoided)***
Ta'anit Esther	March 23
Shushan Purim	March 25
Passover	April 22-30 ***(work permitted <u>only</u> on April 25-28)***
Second Passover	May 22
Lag B'Omer	May 26
Sefirat HaOmer	April 23 - June 11
Shavuot	June 11-13 ***(no work permitted)***
The Three Weeks	July 23 - August 14
Fast of the 17th of Tammuz	July 24
Fast of Tish'a B'Av	August 13-14
The 15th of Av	August 19
Rosh Hashanah	October 2-4 ***(no work permitted)***
The Month of Elul	September 4 - October 2
Fast of Gedaliah	October 5
Yom Kippur	October 11-12 ***(no work permitted)***
Sukkot	October 16-23 **(work permitted on Oct. 19-21)**
Hoshanah Rabbah	October 23
Shemini Atzeret & Simchat Torah	October 23-25 ***(no work permitted)***
Chanukah	December 24 - January 1

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, SETTING THE DATES FOR THE YEAR 2016 CITY COMMISSION MEETINGS.

WHEREAS, pursuant to Section 2.04 of the Miami Beach City Charter, the City Commission shall meet at such times as may be prescribed by ordinance or resolution; and

WHEREAS, in order to make the City Commission meetings more efficient and prevent residents from spending hours waiting for time certain items to be heard, Mayor Philip Levine proposed in 2013 that all presentations and awards be heard at a separate City Commission meeting dedicated solely for that purpose; and

WHEREAS, by placing the Presentations and Awards portion of City Commission meetings on the alternate meeting date, it is anticipated that the regular City Commission meetings will start on time, which will increase the likelihood that time certain agenda items are heard at their scheduled times, or closely thereafter; and

WHEREAS, if needed, the separate City Commission meeting date for Presentations and Awards may also be utilized for items that are deemed emergencies and/or continued or not reached during the regular City Commission meeting; 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 approve the proposed 2016 City Commission Meeting dates and Presentation & Awards/Commission Meeting dates set forth in Exhibit "A" hereto.

PASSED and ADOPTED this ___ day of December 2015.

_____
PHILIP LEVINE, MAYOR

ATTEST:

_____
RAFAEL E. GRANADO, CITY CLERK

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney — Date 11/19/15

EXHIBIT "A"

PROPOSED 2016 COMMISSION MEETING DATES

Commission Meetings		Presentations & Awards/Commission Meetings	
January 13	(Wednesday)	January 27	(Wednesday)
February 10	(Wednesday)	February 24	(Wednesday)
March 9	(Wednesday)	March 16	(Wednesday)
April 13	(Wednesday)	April 27	(Wednesday)
May 11	(Wednesday)	May 25	(Wednesday)
June 8	(Wednesday)	*No Meeting*	
July 13	(Wednesday)	July 27	(Wednesday)
August - City Commission in recess			
September 14	(Wednesday)		
September Budget Meeting(s) - TBA			
October 19	(Wednesday)	October 26	(Wednesday)
November 9	(Wednesday)	*No Meeting*	
December 7	(Wednesday)	December 14	(Wednesday)

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R7 - Resolutions

R7B A Resolution Approving, Upon Second And Final Reading Of This Resolution And Following A Duly Noticed Public Hearing, A Ground Lease Agreement In The Form Attached To This Resolution, Between The City (Owner Or Landlord) And Sabrina Cohen Wellness Center Project, Inc. (Tenant), In Connection With The Use Of 5,100 Square Feet Of City-Owned Land, Located At Allison Park, Having A Street Address Of 6475 Collins Avenue (Premises), For A Term Of Ninety-Nine (99) Years, For The Purpose Of Constructing And Operating An Ada Accessible Wellness Center At The Tenant's Sole Expense. **10:35 a.m. Second Reading Public Hearing**

(Sponsored by Commissioner Joy Malakoff)

(Legislative Tracking: Office of the City Attorney/Parks & Recreation/Public Works)

(First Reading on October 21, 2015 - R7E)

(Item to be Submitted in Supplemental)

Agenda Item R7B
Date 12-9-15

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COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, Adopting the First Amendment to the Capital Budget for Fiscal Year 2015/16.

Key Intended Outcome Supported:

Ensure Value and Timely Delivery of Quality Capital Projects, Improve Storm Drainage Citywide, and Maintain City's Infrastructure

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

Item Summary/Recommendation:

Planning for capital improvements is an ongoing process; as needs change within the City, capital programs and priorities must be adjusted. The Capital Improvement Plan ("CIP") serves as the primary planning tool for systematically identifying, prioritizing and assigning funds to critical City capital development, improvements and associated needs.

The City's capital improvement plan process begins in the spring when all departments are asked to prepare capital improvement updates and requests on the department's ongoing and proposed capital projects. Individual departments prepare submittals identifying potential funding sources and requesting commitment of funds for their respective projects.

The CIP is updated annually and submitted to the City Commission for adoption. The 2015/16 – 2019/20 Capital Improvement Plan and FY 2015/16 Capital Budget was adopted on September 30, 2015 by resolution 2015-29144

Section 166.241(4)(c.), Florida Statutes, requires that a municipality's budget amendment must be adopted in the same manner as the original budget. The First Amendment to the FY 2015/16 Capital Budget totals an increase of $11,086,661 and re-appropriation of $32,190,862 in order to provide additional funding to the following seven capital projects:

1. Palm & Hibiscus Island Enhancement
2. Biscayne Pointe Island Entryway
3. South Pointe Neighborhood Miscellaneous Improvements
4. Palm Island Park Improvements
5. Stillwater Park Improvements
6. Miami Beach Golf Course Cart Path/ Curb Repairs
7. North Beach Police Station Restrooms Renovation

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account
		$3,288,290	Capital Reserve Fund
		$ 27,000	Renewal & Replacement Fund
		$ 150,000	Pay-Go Fund
		$7,621,371	Water & Sewer Line of Credit
OBPI	Total	$11,086,661	

City Clerk's Office Legislative Tracking:

Sign-Offs: Department Director	Assistant City Manager	City Manager

MIAMIBEACH

AGENDA ITEM R7C
DATE 12-9-15

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: December 9, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE FIRST AMENDMENT TO THE CAPITAL BUDGET FOR FISCAL YEAR 2015/16.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

Planning for capital improvements is an ongoing process; as needs change within the City, capital programs and priorities must be adjusted. The Capital Improvement Plan ("CIP") serves as the primary planning tool for systematically identifying, prioritizing and assigning funds to critical City capital development, improvements and associated needs.

The City's capital improvement plan process begins in the spring when all departments are asked to prepare capital improvement updates and requests on the department's ongoing and proposed capital projects. Individual departments prepare submittals identifying potential funding sources and requesting commitment of funds for their respective projects.

The CIP is updated annually and submitted to the City Commission for adoption. The 2015/16 – 2019/20 Capital Improvement Plan and FY 2015/16 Capital Budget was adopted on September 30, 2015 by resolution 2015-29144.

Section 166.241(4)(c.), Florida Statutes, requires that a municipality's budget amendment must be adopted in the same manner as the original budget. Administration recommends adopting the resolution for the first amendment to the FY 2015/16 Capital Budget.

FIRST AMENDMENT TO THE FY 2015/16 CAPITAL BUDGET

The First Amendment to the FY 2015/16 Capital Budget totals an increase of $11,086,661 and re-appropriation of $32,190,862, in order to provide additional funding to the following capital projects.

1. **Palm & Hibiscus Island Enhancement:**
   This amendment appropriates an additional $38,971,442 to Palm & Hibiscus Islands Enhancements capital project to execute a Guaranteed Maximum Price (GMP) Amendment No. 3, To The Design-Build Agreement Between The City Of Miami Beach, Florida And Lanzo Construction Co., Florida, For Design-Build Services For Neighborhood No. 13: Palm And Hibiscus Islands Right-Of-Way Infrastructure Improvements, in addition Resident Project Rep Services, Public Info Office Services, Testing Services , Florida Power Light Services for Pump Stations and Construction Management fees. This amendment will be funded from the following sources:

   - $27,369,988 2015 Stormwater Bond Funds (Fund 432) to be transferred from the stormwater master plan project.
   - $4,350,065 Transfers from other Capital projects (funding for all except the first will be replaced by Line of Credit)
     - Coast Guard Booster Pump Station-So Pte -$691,793
     - LaGorce Neighborhood Improvement -$297,347
     - Venetian Neighborhood -$220,316
     - Rehab of Sub-Acqueous Forcemains -$290,006
     - West Ave / Bay Road Improvements -$2,580,706
     - Bayshore Neighborhood Bid Pack C -$131,470
     - North Shore Improvements -$138,427
   - $3,963,099 Line of Credit (Fund 419)
   - $3,288,290 from Capital Reserve (Fund cre)

Prior Years' Appropriations	$7,680,474
December 9, 2015 Budget Amendment	38,971,442
Proposed Total Appropriations	**$46,651,916**

2. **Biscayne Pointe Island Entryway:**
   This amendment appropriates an additional $150,000 to the project in order to complete modifications including revision to the entrance median, new fencing enhanced landscape, modifications to existing pavers and sidewalks, guard house improvements and additional lighting. This will be funded by Pay-Go (Fund 302) fund balance. This action was approved by Commission at the October 14, 2015 Commission meeting.

Prior Years' Appropriations	$250,000
December 9, 2015 Budget Amendment	150,000
Proposed Total Appropriations	**$400,000**

3. **South Pointe Neighborhood Miscellaneous Improvements:**
This amendment adds a new project to the Capital Improvement Plan with an appropriation of $400,000 for miscellaneous improvements throughout the South Pointe neighborhood. The South of Fifth Neighborhood Association (SOFNA) has requested miscellaneous improvements throughout the South Pointe neighborhood including safety enhancements such as brick pavers for crosswalks on Washington Avenue from Commerce to Fifth, additional stop signs, additional street lighting and up lighting in South Pointe Drive medians. The scope also includes updates to aged infrastructure such as repairs to sidewalks and pavement. Additional trash receptacles, enhanced landscaping, improved pedestrian crosswalks and improved drainage. Funding for this will come from a transfer of funds from the South Pointe Pier project.

Prior Years' Appropriations	$0
December 9, 2015 Budget Amendment	400,000
Proposed Total Appropriations	**$400,000**

4. **Palm Island Park Improvements:** This amendment transfers the balance of $16,085 from the Buoy Park on Star Island project to the Palm Island Park Landscaping Sod and Irrigation project in order to complete repairs needed at Palm Island Park. It also closes out the Buoy Park on Star Island project and revises the project name to Palm Island Park Improvements.

Prior Years' Appropriations	$20,000
December 9, 2015 Budget Amendment	16,085
Proposed Total Appropriations	**$36,085**

5. **Stillwater Park Improvements**: This amendment transfers the balance of $30,896 from the Crespi Park Field Renovation project. These funds will be used for repairs to the existing roof, as well as the addition of concrete pads to secure the benches and tables which are being moved on to the field and damaging the newly planted sod. Any remaining funds may be used to supplement the newly funded fitness circuit project at the same park.

Prior Years' Appropriations	$120,000
December 9, 2015 Budget Amendment	27,524
Proposed Total Appropriations	**$147,524**

6. **MBGC Cart Path/Curb Repairs:** This amendment transfers the balance of $27,200 from the Miami Beach Golf Course Drainage Remediation project to the Miami Beach Golf Club Cart Path/Curb Repairs project. These funds will be used to replace and repair broken concrete cart path flags and curbs throughout the golf course.

Prior Years' Appropriations	$155,000
December 9, 2015 Budget Amendment	27,200
Proposed Total Appropriations	**$182,200**

7. **North Beach Police Station Restroom Renovations:**
This amendment appropriates an additional $27,000 to the North Beach Police Station Restroom Renovations capital project. After meeting with the architect and finalizing the programmatic requirements the project cost is $67,000. The amendment will be funded by available funds in Renewal & Replacement fund (Fund 125).

Prior Years' Appropriations	$40,000
December 9, 2015 Budget Amendment	27,000
Proposed Total Appropriations	**$67,000**

JLM/JW

MIAMIBEACH

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 **Wednesday, December 9, 2015**, at the times listed, or as soon thereafter as the matter can be heard:

10:15 a.m.
An Ordinance Amending Chapter 82 Of The Code Of The City Of Miami Beach, Entitled "Public Property," By Amending Article IV, Entitled "Uses In Public Rights-Of-Way," By Amending Division 5, Entitled "Sidewalk Cafes," By Amending Subdivision II, Entitled "Permit," By Amending Section 82-381 Thereof, Entitled "Permitted Areas; Conditional Permit; City Manager's Right To Remove Sidewalk Cafes," By Requiring Display Of Prices For Food And Drink Menu Items Or Any Food And Drink Menu Specials, And Establishing A Notice Provision To Customers Regarding Any Automatic Gratuity Or Service Charge By The Operator Of The Sidewalk Café; By Amending Section 82-382 Thereof, Entitled "Application," Mandating That A Sidewalk Café Application Be Denied For Failure To Have Food And Drink Menus Which Includes Prices For Food And Drink Menu Items, Food And Drink Menu Specials, Or Notification Of Any Automatic Gratuity Or Service Charge Imposed By The Sidewalk Café Operator; By Amending Section 82-385 Thereof, Entitled "Minimum Standards, Criteria, And Conditions For Operation Of Sidewalk Cafes," By Prohibiting A Sidewalk Café To Operate Without Food And Drink Menus Which Show The Pricing For Any Food And Drink Menu Item Or Food And Drink Menu Special, And Fail To Notify Customers Of Any Automatic Gratuity Or Service Charge Imposed By The Sidewalk Café Operator; 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.*

10:20 a.m.
An Ordinance Amending Chapter 106 Of The Miami Beach City Code, Entitled "Traffic And Vehicles," By Amending Article II, Entitled "Metered Parking," By Amending Division 1, Entitled "Generally," By Amending Section 106-47, Entitled "Freight, Commercial, And Passenger Curb Loading Zones; Hours, Deliveries"; By Deleting Subsection (c), (d) And (e); By Amending Subsection (b) To Require Property Owners And Businesses To Confirm Compliance With Subsection (g) For Commercial Motor Vehicles Deliveries And Services; By Prohibiting Deliveries Or Services For Commercial Motor Vehicles That Fail To Comply With Subsections (f) Through (n); By Creating A New Subsection (d) And (e), Which Limits The Authority Of The Special Master; By Amending The Enforcement And Penalty Provisions For Violations Of Subsection (b); Providing For Codification, Repealer, Severability, And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470 and the Parking Department at 305.673.7505.*

10:25 a.m.
An Ordinance Amending The Code Of The City Of Miami Beach, Florida By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 5, "CD-2 Commercial Medium Intensity District," At Section 142-305, "Prohibited Uses," By Adding Bars, Dance Halls, And Entertainment Establishments As Prohibited Uses Within The CD-2, Sunset Harbour Neighborhood, Generally Bounded By Purdy Avenue, 20th Street, Alton Road And Dade Boulevard; Providing For Codification, Repealer, Severability, Applicability, And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

10:30 a.m.
An Ordinance Amending Miami Beach City Code Chapter 2 "Administration," Article VII "Standards Of Conduct," Division 5 "Campaign Finance Reform," Encompassing City Code Sections 2-487 "Prohibited Campaign Contributions By Vendors," City Code Section 2-488 "Prohibited Campaign Contributions By Lobbyists On Procurement Issues," City Code Section 2-489 "Prohibited Campaign Contributions By Real Estate Developers," And City Code Section 2-490 "Prohibited Campaign Contributions By Lobbyists On Real Estate Development Issues", By Providing That Commencing January 1, 2016, Members Of The City Commission Or Candidates For Said Offices Shall Be Prohibited From Either Directly Or Indirectly Soliciting, Accepting Or Depositing Any Campaign Contribution Regarding City Elected Office From A Vendor, Lobbyist On A Procurement Issue, Real Estate Developer, Or Lobbyist On A Real Estate Development Issue; Providing For Repealer, Severability, Codification, And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:31 a.m.
An Ordinance Amending Miami Beach City Code Chapter 2, Article VII, Division 5 Entitled "Campaign Finance Reform," By Adding Thereto Section 2-491 Entitled "Prohibited Lobbying By Campaign Consultants," Prohibiting Campaign Consultants And Certain Affiliated Persons Or Entities From Lobbying City Commission For 12 Months Subsequent To Swearing In Of Subject Elected Official(s), Establishing Definitions, And Limited Exemption; Providing For Repealer, Severability, Codification, And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:35 a.m.
A Resolution Accepting The Recommendation Of The City's Finance And Citywide Projects Committee, And Approving, Upon Second And Final Reading Of This Resolution And Following A Duly Noticed Public Hearing, A Ground Lease Agreement In The Form Attached To This Resolution, Between The City (Owner Or Landlord) And The Sabrina Cohen Foundation (Tenant), In Connection With The Use Of 5,100 Square Feet Of City-Owned Land, Located At Allison Park, Having A Street Address Of 6475 Collins Avenue (Premises), For A Term Of Ninety-Nine (99) Years, With No Renewal Options For The Purpose Of Developing A Wellness Center; And Waiving, By A 5/7th Vote, 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; And Further Waiving, By A 5/7th Vote, The Appraisal Requirement In Section 82-39(B) Of The City Code, Finding Such Waiver To Be In The Best Interest Of The City. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470; the Parks & Recreation Department at 305.673.7730 and/or the Department of Public Works at 305.673.7080.*

10:40 a.m.
A Resolution Adopting The First Amendment To The Capital Budget For Fiscal Year 2015/16. *Inquiries may be directed to the Budget & Performance Improvement Department at 305.673.7510.*

10:45 a.m.
A Resolution Adopting The First Amendment To The General Fund, Enterprise Fund, Internal Service Fund, And Special Revenue Fund Budgets For Fiscal Year 2015/16. *Inquiries may be directed to the Budget & Performance Improvement Department at 305.673.7510.*

10:50 a.m.
A Resolution Adopting The Amendment To The City Budget For Fiscal Year 2015/16. *Inquiries may be directed to the Budget & Performance Improvement Department at 305.673.7510.*

11:00 a.m.
A Resolution Approving, Following A Duly Noticed Public Hearing Pursuant To Sections 170.07 And 170.08, Florida Statutes, The Final Assessment Roll For The Special Assessment District Known As The Sunset Islands 3 & 4 Utility Improvement District, And Confirming Such Assessments As Legal, Valid, And Binding First Liens Upon The Property Against Which Such Assessments Are Made Until Paid. *Inquiries may be directed to the Capital Improvement Projects Department at 305.673.7071 and the Office of the City Attorney at 305.673.7470.*

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

Ad 1105

801

RESOLUTION TO BE SUBMITTED

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Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF MIAMI BEACH, FLORIDA, ADOPTING THE FIRST AMENDMENT TO THE GENERAL FUND, ENTERPRISE FUND, INTERNAL SERVICE FUND, AND SPECIAL REVENUE FUND BUDGETS FOR FISCAL YEAR (FY) 2015/16.

Key Intended Outcome Supported:

Ensure expenditure trends are sustainable over the long term.

Supporting Data:

In the 2014 Community Survey, both residents and businesses reported the following area for the City related to value for taxes paid:

- Percentage of residents rating the Overall Value of City services for tax dollars paid as excellent or good (Residents: 58%; Businesses 54%)

Item Summary/Recommendation:

The budgets for the General Fund, Enterprise Funds, Internal Service Funds, and Special Revenue Funds for Fiscal Year 2015/16 were approved on September 30, 2015, with the adoption of Resolutions No. 2015-29141.

The first amendment would allow for the funding of encumbrances for good and services procured, but not yet received and expended at the end of FY 2014/15, as well as projects that were budgeted in FY 2014/15, but had not been expended or encumbered.

The preliminary year-end analysis for FY 2014/15 shows that the General Fund has a preliminary operating budget surplus of $11.5 million or 4 percent of the amended General Fund operating budget. The detailed year-end analysis will be distributed by LTC on the second week of December.

Of the $11.5 million surplus, it is proposed to reserve $680,000 to be rolled-over into FY 2015/16 to cover purchase orders that were encumbered, but not spent during FY 2014/15 due to timing issues between fiscal years. Similarly, it is proposed to reserve $1,798,000 for projects that were budgeted, but not completed during FY 2014/15, to carry forward the appropriation for these projects into FY 2015/16. This budget amendment would reserve an additional $4.1 million in the reserve for Future Building Department needs to cover the additional surplus attributable to Building Department net revenues over expenditures; transfer $2,000,000 to the Capital Reserve fund to be used to help fund the above-ground portion of various capital projects (landscaping, streetscape, lighting) in addition to water, sewer, and stormwater funds; and allocate $2,000,000 of the year-end surplus to keep the Emergency Reserve funded at 16.5 percent to match the proportional growth in the General Fund budget during FY 2014/15. The remainder of the year-end funds, $993,000, is proposed to be added to the existing $1.1 million General Fund Contingency in the Citywide Account.

This budget amendment also reflects the realignment of $533,000 of appropriation between the Building and Public Works related to the recent reorganization of the Urban Forestry and Elevator functions; a $526,000 allocation for the Traffic Management Initiative, and an appropriation of $21,674 to the Tree Preservation fund and $30,000 to the Police Crash Report Sales fund for unanticipated expenditure in FY2015/16.

Financial Information:

Source of Funds		Amount	Account
		$5,471,000	General Fund
		$5,716,000	Enterprise Funds
		$669,000	Internal Service Funds
		$2,484,674	Special Revenue Funds

City Clerk's Office Legislative Tracking:

John Woodruff, OBPI Director

Sign-Offs:

Department Director	Assistant City Manager	City Manager

MIAMIBEACH

AGENDA ITEM R7D

DATE 12-9-15

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: December 9, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE FIRST AMENDMENT TO THE GENERAL FUND, ENTERPRISE FUND, INTERNAL SERVICE FUND AND SPECIAL REVENUE FUND BUDGETS FOR FISCAL YEAR (FY) 2015/16**

ADMINISTRATION RECOMMENDATION

Adopt the resolution amending the FY 2015/16 General Fund, Enterprise Funds, Internal Service Funds, and Special Revenue Funds budgets.

KEY INTENDED OUTCOME SUPPORTED

Ensure expenditure trends are sustainable over the long term.

GENERAL FUND ANALYSIS

The preliminary year-end analysis for FY 2014/15 shows that the General Fund has a preliminary operating budget surplus of $11.5 million or 4.0 percent of the amended General Fund operating budget. The detailed year-end analysis will be distributed by LTC on the second week of December.

FY 2014/15 Budget			
General Fund	Adopted Budget as amended through November, 2015	Preliminary FY 2014/15 Year-End	Difference
Revenues	$ 285,328,000	$ 287,752,000	$ 2,424,000
Expenditures	285,328,000	276,179,000	(9,149,000)
Surplus/(Deficit)	$ -	$ 11,573,000	$ 11,573,000

Of the $11.5 million surplus, it is proposed to reserve $680,000 to be rolled-over into FY 2015/16 to cover purchase orders that were encumbered, but not spent during FY 2014/15 due to timing issues between fiscal years.

Similarly, it is proposed to reserve $1,798,000 for projects that were budgeted, but not completed during FY 2014/15, to carry forward the appropriation for these projects into FY 2015/16.

Further, it is important to note that a significant portion of the surplus is due to Building Department revenues in excess of budget, resulting in a surplus of $4.1 million attributable to Building. These funds are restricted for activities related to enforcement of the Florida Building Code and cannot be used to balance the rest of the General Fund budget. This surplus is without a budgeted transfer of $1.5 million from Building Reserve into the General Fund. Instead, it is proposed to reserve an additional $4.1 million in the reserve for Future Building Department needs to cover the additional surplus attributable to Building Department net revenues over expenditures. This item will be reflected in the City's Financial Statements and no appropriation is necessary in the budget amendment.

The City's financial policies require that one-time revenues (such as the year-end surplus) must be used for non-recurring expenses, and that at least half of the annual year-end surplus must be allocated to the City's Capital Reserve Fund. However, the Administration recommends that the Capital Reserve transfer requirement be funded at $2,000,000, which is less than half of the year-end surplus. These funds would be used to help fund the above-ground portion of various capital projects (landscaping, streetscape, lighting) in addition to water, sewer, and stormwater funds. The current balance in the Capital Reserve Fund is $5.2 million.

The City's financial policies also require that an 11 percent Emergency Reserve is funded in the General Fund and recommends that an additional 6 percent of optional Emergency Reserves are also funded. As of the end of FY 2013/14, the Emergency Reserve totaled 16.5 percent. Allocating $2,000,000 of the year-end surplus will keep the Emergency Reserve funded at 16.5 percent to match the proportional growth in the General Fund budget during FY 2014/15. This item will be reflected in the City's Financial Statements and no appropriation is necessary in the budget amendment.

The remainder of the year-end funds, $993,000, is proposed to be added to the existing $1.1 million General Fund Contingency in the Citywide Account. A potential need for contingency funds may be the creation of an in-house 3-1-1/607-CITY call center that is currently being assessed. Please note that all Contingency funds are approved by the City Manager. If some or all of these funds are unused, they will fall to fund balance at the end of the year.

This budget amendment also reflects the realignment of $533,000 of appropriation between the Building and Public Works related to the recent reorganization of the Urban Forestry and elevator functions.

RECOMMENDED CHANGES IN APPROPRIATIONS

Projected Surplus	**$**	**11,573,000**
(excluding non-cash impact of losses on investments)		
Changes in Expenditure Appropriations		
Reserve - Encumbrances		680,000
Reserve - Set Aside for FY 2014/15 Projects in FY 2015/16		1,798,000
Reserve - Set Aside for Future Building Department Needs		4,102,000
Reserve - Contribution for Emergency/Stabilization		2,000,000
Capital Improvements Reserve Account		2,000,000
Citywide - Additional Contingency		993,000
Revised Net Surplus	**$**	**-**

GENERAL FUND	FY 2015/16 Adopted Budget	Carryforward Encumbrances from FY 2014/15	Carryforward Appropriations from FY 2014/15	Other	FY 2015/16 Amended Budget
REVENUES					
Operating Revenues					
Ad Valorem Taxes	$ 140,446,000				$ 140,446,000
Ad Valorem Taxes- S Pte Costs	-				-
Ad Valorem Cap. Renewal & Replacement	2,716,000				2,716,000
Ad Valorem Taxes- Normandy Shores	147,000				147,000
Other Taxes	23,940,000				23,940,000
Licenses and Permits	29,558,000				29,558,000
Intergovernmental	11,037,000				11,037,000
Charges for Services	12,046,000				12,046,000
Fines & Forfeits	2,157,000				2,157,000
Rents and Leases	6,384,000				6,384,000
Miscellaneous	12,588,000				12,588,000
Resort Tax Contribution	36,609,000				36,609,000
Other	22,726,000				22,726,000
Fund Balance/ Retained Earnings		680,000	1,798,000	2,993,000	5,471,000
Total General Fund	**$ 300,354,000**	**$ 680,000**	**$ 1,798,000**	**$ 2,993,000**	**$ 305,825,000**

	FY 2015/16 Adopted Budget	Carryforward Encumbrances from FY 2014/15	Carryforward Appropriations from FY 2014/15	Other	FY 2015/16 Amended Budget
APPROPRIATIONS					
Department					
Mayor and Commission	$ 2,009,000				$ 2,009,000
City Manager	3,652,000		157,000		3,809,000
Communications	1,745,000	3,000			1,748,000
Budget & Performance Improvement	2,435,000				2,435,000
Org Dev & Performance Initiative	603,000				603,000
Finance	5,385,000		50,000		5,435,000
Procurement	2,112,000	2,000			2,114,000
Human Resources/Labor Relations	2,685,000	8,000	28,000		2,721,000
City Clerk	1,455,000				1,455,000
City Attorney	5,282,000				5,282,000
Housing & Comm. Development	2,674,000				2,674,000
Building	14,065,000		45,000	533,000	14,643,000
Code Compliance	5,936,000	7,000	175,000		6,118,000
Planning	4,260,000	14,000			4,274,000
Tourism, Culture, and Econ. Development	3,936,000				3,936,000
Parks & Recreation	30,761,000	5,000	46,000		30,812,000
Public Works	14,358,000	40,000	278,000	(533,000)	14,143,000
Capital Improvement Projects	4,945,000				4,945,000
Police	99,605,000	163,000	221,000		99,989,000
Fire	62,741,000	89,000	14,000		62,844,000
Emergency Management	8,957,000	216,000	45,000		9,218,000
Citywide Accounts-Other	10,993,000	133,000	739,000		11,865,000
Citywide Accounts-Operating Contingency	1,100,000			993,000	2,093,000
Citywide Accounts-Normandy Shores	226,000				226,000
Subtotal General Fund	**$ 291,920,000**	**$ 680,000**	**$ 1,798,000**	**$ 993,000**	**$ 295,391,000**
TRANSFERS					
Capital Renewal & Replacement	$ 2,716,000				$ 2,716,000
Capital Investement Upkeep Account	315,000				315,000
Info & Comm Technology Fund	395,000				395,000
Pay-As-You-Go Capital Fund	2,400,000				2,400,000
Capital Reserve Fund	-			2,000,000	2,000,000
Building Reserve	2,608,000				2,608,000
Subtotal Transfers	**$ 8,434,000**	**$ -**	**$ -**	**$ 2,000,000**	**$ 10,434,000**
Total General Fund	**$ 300,354,000**	**$ 680,000**	**$ 1,798,000**	**$ 2,993,000**	**$ 305,825,000**

Traffic Management Initiative

The purpose of this mid-year enhancement is to provide funding to enhance an ongoing traffic management initiative that began in September, 2015 (LTC 371-2015) to address the adverse impacts of construction projects, accidents, emergency repairs, special events, and other incidents that often result in traffic congestion for residents and visitors traveling on our thoroughfares. This initiative included the following:

- An email to serve to internally report traffic issues found in the field to the Transportation Department of the City, monitored by the appropriate Transportation staff on duty each day;
- A traffic management working group comprised of representatives from various stakeholder departments, including Transportation, Police, Public Works, Parking, and Emergency Management, convening on a bi-weekly basis to discuss proactive solutions that can be implemented on a short term basis, and exploring ways to proactively address traffic issues in the City;
- Coordinated deployment of Digital Message Signs (DMS) with strategic traffic information at critical ingress points;
- Monitoring existing traffic websites, such as WAZE and Florida SunGuide, to obtain real-time traffic information on our causeways and major arterials and disseminate the information to the traveling public via DMS.

This initiative was undertaken with existing staff and resources with the intent to evaluate the need for additional resources in the interim until the proposed state-of-the-art Intelligent Transportation System and Smart Parking System is fully deployed. In Transportation, staff previously dedicated to evaluating the infrastructure improvements to reduce congestion and improve traffic flow, are now almost fully dedicated to this initiative. In addition, staff is often called in on weekends to address these traffic management issues. In Parking, the VMS deployment has resulted in significant overtime. The Police Department has also recommended that the addition of Traffic Flow Specialists who would proactively identify problems in the field would further enhance this initiative.

As a result, the proposed enhancement includes the addition of the following positions and associated costs:

- 4 Traffic Flow Specialists for proactive monitoring $291,000
- 2 Transportation Analysts to allow current staff to return to their regular duties and to provide for weekend coverage $150,000
- 1 Parking Operations Supervisor to support VMS deployment $85,000

The total cost for this enhancement is $526,000 with $441,000 in the Transportation Fund (funded by a $441,000 transfer from the Parking Operations Fund) and $85,000 in the Parking Operations Fund.

ENTERPRISE, INTERNAL SERVICE, AND SPECIAL REVENUE FUNDS FY 2015/16 BUDGET AMENDMENT

There are $1,450,000 of encumbrances in the Enterprise Funds, $389,000 in Internal Service Fund encumbrances, and $517,000 in Special Revenue Fund encumbrances, for goods or services which were procured in FY 2014/15, but not yet received and expended, which are recommended to be carried over to the respective FY 2015/16 operating budgets.

Similarly, it is proposed to carry forward appropriation of $3,740,000 in the Enterprise Funds, $280,000 in the Internal Service Funds, and $1,475,000 in the Special Revenue Funds into FY 2015/16 for projects that were budgeted, but not completed during FY 2014/15. Prior year appropriations fully fund the encumbrances and projects.

This budget amendment also reflects funding for the Traffic Management initiative shown above. The chart below shows the $441,000 in the Transportation Fund (funded by a $441,000 transfer from the Parking Operations Fund) and $526,000 in the Parking Operations Fund ($85,000 plus the $441,000 transfer to the Transportation Fund).

Funds are also proposed to be added to Special Revenue Funds, the Tree Preservation Fund and the Police Crash Report Sales Fund.

- Tree Preservation Fund-This budget is being amended to add funding to purchase motor vehicles for field inspectors. The funds collected in FY 2014/15 will be used to cover this cost.

- Police Crash Report Sales Fund-This fund is being amended to add funding to purchase E-Citation printers and other peripherals for the police department. Existing fund balance will be used to cover this cost.

	FY 2015/16 Adpoted Budget	Carryforward Encumbrances from FY 2014/15	Carryforward Appropriations from FY 2014/15	Other	FY 2015/16 Amended Budget
ENTERPRISE FUNDS					
REVENUE/APPROPRIATIONS					
Convention Center	$ 10,737,000				$ 10,737,000
Parking	77,584,000	697,000	645,000	526,000	79,452,000
Sanitation	21,104,000	73,000			21,177,000
Sewer Operations	46,996,000	528,000	545,000		48,069,000
Stormwater Operations	20,985,000	114,000	2,358,000		23,457,000
Water Operations	34,787,000	38,000	192,000		35,017,000
Total Enterprise Funds	**$ 212,193,000**	**$ 1,450,000**	**$ 3,740,000**	**$ 526,000**	**$ 217,909,000**

	FY 2015/16 Adpoted Budget	Carryforward Encumbrances from FY 2014/15	Carryforward Appropriations from FY 2014/15	Other	FY 2015/16 Amended Budget
INTERNAL SERVICE FUNDS					
REVENUE/APPROPRIATIONS					
Central Services	$ 967,000				$ 967,000
Fleet Management	10,447,000	23,000			10,470,000
Information Technology	15,758,000	177,000	200,000		16,135,000
Property Management	8,621,000	186,000			8,807,000
Risk Management	15,616,000	3,000	80,000		15,699,000
Medical and Dental Insurance	28,961,000				28,961,000
Total Internal Service Funds	**$ 80,370,000**	**$ 389,000**	**$ 280,000**	**$ 0**	**$ 81,039,000**

SPECIAL REVENUE FUNDS	FY 2015/16 Adpoted Budget	Carryforward Encumbrances from FY 2014/15	Carryforward Appropriations from FY 2014/15	Other	FY 2015/16 Amended Budget
REVENUE/APPROPRIATIONS					
Resort Tax	78,631,000	134,000	1,169,000		79,934,000
Transportation	9,261,000	110,000		441,000	9,812,000
People's Transportation Plan Fund	3,896,000	94,000			3,990,000
7th Street Garage	2,795,000				2,795,000
5th & Alton Garage	812,000				812,000
Art In Public Places	277,000		63,000		340,000
Tourism and Hospitality Scholarship Prgm	174,000				174,000
Information and Communitation Tech Fund	395,000				395,000
Education Compact	107,000				107,000
Green/Sustainability Funds	399,000				399,000
Residential Housing	766,000	7,000			773,000
Red Light Camera Fund	1,416,000				1,416,000
E-911 Fund	398,000				398,000
Cultural Arts Council	1,264,000	8,000	206,000		1,478,000
Normandy Shores	226,000				226,000
Tree Preservation	90,000			21,674	111,674
Police Confiscation Trust - Federal	235,000	69,000			304,000
Police Confiscation Trust - State	317,000	95,000			412,000
Police Special Revenue	75,000				75,000
Police Training	41,000				41,000
Police Crash Report Sales	0			30,000	30,000
Waste Haulers Add Serv & Public Benefit	68,000		37,000		105,000
Total Special Revenue Funds	**$ 101,643,000**	**$ 517,000**	**$ 1,475,000**	**$ 492,674**	**$ 104,127,674**

CONCLUSION

The resolution amending FY 2015/16 budgets will allow the first amendment to the departmental appropriations within the General Fund, Enterprise Funds, Internal Service Funds and Special Revenue Fund budgets to be enacted. This action is necessary to allow for the funding of encumbrances for good and services procured, but not yet received and expended at the end of FY 2014/15, as well as projects that were budgeted in FY 2014/15, but had not been expended or encumbered. The amendment also adds appropriation for the traffic management initiative in the Parking and Transportation funds.

JLM/JW

RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE FIRST AMENDMENT TO THE GENERAL FUND, ENTERPRISE FUND, INTERNAL SERVICE FUND, AND SPECIAL REVENUE FUND BUDGETS FOR FISCAL YEAR (FY) 2015/16.

WHEREAS, the budgets for the General Fund, Enterprise Funds, Internal Service Funds, and Special Revenue Funds for Fiscal Year 2015/16 were approved on September 30, 2015, with the adoption of Resolution No. 2015-29141; and

WHEREAS, the preliminary year-end analysis for FY2014/15 shows that the General Fund has an operating surplus of $11,573,000; and

WHEREAS, $680,000 was set aside from FY 2014/15 General Fund surplus for encumbrances from FY 2014/15 for goods or services which had been procured, but not received and expended at year end, that the Administration is recommending be carried over to the FY 2015/16 operating budget; and

WHEREAS, there were also approximately $1,798,000 in projects in the General Fund that were budgeted in FY 2014/15 and which have not yet been expended or encumbered and the funding is recommended to be carried forward and spent in FY 2015/16, and

WHEREAS, there is $1,450,000 in Enterprise Fund encumbrances, and $389,000 in Internal Service Fund encumbrances, and $517,000 in Special Revenue Fund encumbrances from FY 2014/15 for goods or services which were procured in FY 2014/15, but not yet received and expended, which the Administration also recommends be carried over to the respective FY 2015/16 operating budgets; and

WHEREAS, there were also approximately $3,740,000 in projects in Enterprise Funds, $280,000 in projects in Internal Service Funds, and $1,475,000 in projects in Special Revenue Funds that were budgeted in FY 2014/15, and which have not yet been expended or encumbered, which the Administration recommends to be carried forward and spent in FY 2015/16; and

WHEREAS, prior year appropriations fully fund the prior year encumbrances and projects; and

WHEREAS, it is proposed that the Building Department's FY2014/15 surplus of $4,102,000 be reserved for future Building Department needs; and

WHEREAS, it is proposed that $2,000,000 of the year-end surplus be reserved in the General Fund Emergency Reserves; and

WHEREAS, the City's financial policies adopted pursuant to Resolution 2006-26341 and Resolution 2002-24764 require that one-time revenues (such as the year-end surplus) must be used for non-recurring expenses, and that at least half of each annual year-end surplus must be allocated to the City's Capital Reserve Fund; and

WHEREAS, it is recommended that the Commission waive the policy that requires that at least half of the FY 2014/15 year-end surplus be used to fund the City's Capital Reserve Fund, and instead allocate $2,000,000 to the Capital Reserve Fund; and

WHEREAS, it is proposed that $2,000,000 of the year-end surplus be reserved in the General Fund Emergency Reserves; and

WHEREAS, it is proposed that the remaining surplus of $993,000 be added to the existing $1.1 million appropriation in General Fund Contingency; and

WHEREAS, it is proposed that $533,000 be realigned between the Building and Public Works Department, as a result of a recent reorganization between the Urban Forestry and Elevator functions; and

WHEREAS, it is recommended that $526,000 be appropriated to fund the Traffic Management Initiative; and

WHEREAS, it is recommended that $21,675 be appropriated to the Tree Preservation fund and $30,000 to the Police Crash Report Sales fund to cover unanticipated costs during FY2015/16.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that following a duly noticed public hearing on December 9, 2015, the City Commission hereby waives the policy for FY 2014/15 requiring that at least half of the year-end surplus in the General Fund be used to increase funding in the City's Capital Reserve Fund; and that the first amendment to the FY 2015/16 General Fund, Enterprise Fund, Internal Service Fund, and Special Revenue Funds budgets is adopted as shown on Exhibit "A."

PASSED and ADOPTED this 9th day of December, 2015.

ATTEST:

PHILIP LEVINE, MAYOR

RAPHAEL E. GRANADO, CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

12/2/15

City Attorney Date

Exhibit "A"

GENERAL FUND	FY 2015/16 Adopted Budget	Carryforward Encumbrances from FY 2014/15	Carryforward Appropriations from FY 2014/15	Other	FY 2015/16 Amended Budget
REVENUES					
Operating Revenues					
Ad Valorem Taxes	$ 140,446,000				$ 140,446,000
Ad Valorem Taxes- S Pte Costs	-				-
Ad Valorem Cap. Renewal & Replacement	2,716,000				2,716,000
Ad Valorem Taxes- Normandy Shores	147,000				147,000
Other Taxes	23,940,000				23,940,000
Licenses and Permits	29,558,000				29,558,000
Intergovernmental	11,037,000				11,037,000
Charges for Services	12,046,000				12,046,000
Fines & Forfeits	2,157,000				2,157,000
Rents and Leases	6,384,000				6,384,000
Miscellaneous	12,588,000				12,588,000
Resort Tax Contribution	36,609,000				36,609,000
Other	22,726,000				22,726,000
Fund Balance/ Retained Earnings		680,000	1,798,000	2,993,000	5,471,000
Total General Fund	**$ 300,354,000**	**$ 680,000**	**$ 1,798,000**	**$ 2,993,000**	**$ 305,825,000**

	FY 2015/16 Adopted Budget	Carryforward Encumbrances from FY 2014/15	Carryforward Appropriations from FY 2014/15	Other	FY 2015/16 Amended Budget
APPROPRIATIONS					
Department					
Mayor and Commission	$ 2,009,000				$ 2,009,000
City Manager	3,652,000		157,000		3,809,000
Communications	1,745,000	3,000			1,748,000
Budget & Performance Improvement	2,435,000				2,435,000
Org Dev & Performance Initiative	603,000				603,000
Finance	5,385,000		50,000		5,435,000
Procurement	2,112,000	2,000			2,114,000
Human Resources/Labor Relations	2,685,000	8,000	28,000		2,721,000
City Clerk	1,455,000				1,455,000
City Attorney	5,282,000				5,282,000
Housing & Comm. Development	2,674,000				2,674,000
Building	14,065,000		45,000	533,000	14,643,000
Code Compliance	5,936,000	7,000	175,000		6,118,000
Planning	4,260,000	14,000			4,274,000
Tourism, Culture, and Econ. Development	3,936,000				3,936,000
Parks & Recreation	30,761,000	5,000	46,000		30,812,000
Public Works	14,358,000	40,000	278,000	(533,000)	14,143,000
Capital Improvement Projects	4,945,000				4,945,000
Police	99,605,000	163,000	221,000		99,989,000
Fire	62,741,000	89,000	14,000		62,844,000
Emergency Management	8,957,000	216,000	45,000		9,218,000
Citywide Accounts-Other	10,993,000	133,000	739,000		11,865,000
Citywide Accounts-Operating Contingency	1,100,000			993,000	2,093,000
Citywide Accounts-Normandy Shores	226,000				226,000
Subtotal General Fund	**$ 291,920,000**	**$ 680,000**	**$ 1,798,000**	**$ 993,000**	**$ 295,391,000**
TRANSFERS					
Capital Renewal & Replacement	$ 2,716,000				$ 2,716,000
Capital Investement Upkeep Account	315,000				315,000
Info & Comm Technology Fund	395,000				395,000
Pay-As-You-Go Capital Fund	2,400,000				2,400,000
Capital Reserve Fund	-			2,000,000	2,000,000
Building Reserve	2,608,000				2,608,000
Subtotal Transfers	**$ 8,434,000**	**$ -**	**$ -**	**$ 2,000,000**	**$ 10,434,000**
Total General Fund	**$ 300,354,000**	**$ 680,000**	**$ 1,798,000**	**$ 2,993,000**	**$ 305,825,000**

Exhibit "A"

	FY 2015/16 Adpoted Budget	Carryforward Encumbrances from FY 2014/15	Carryforward Appropriations from FY 2014/15	Other	FY 2015/16 Amended Budget
ENTERPRISE FUNDS					
REVENUE/APPROPRIATIONS					
Convention Center	$ 10,737,000				$ 10,737,000
Parking	77,584,000	697,000	645,000	526,000	79,452,000
Sanitation	21,104,000	73,000			21,177,000
Sewer Operations	46,996,000	528,000	545,000		48,069,000
Stormwater Operations	20,985,000	114,000	2,358,000		23,457,000
Water Operations	34,787,000	38,000	192,000		35,017,000
Total Enterprise Funds	**$ 212,193,000**	**$ 1,450,000**	**$ 3,740,000**	**$ 526,000**	**$ 217,909,000**

	FY 2015/16 Adpoted Budget	Carryforward Encumbrances from FY 2014/15	Carryforward Appropriations from FY 2014/15	Other	FY 2015/16 Amended Budget
INTERNAL SERVICE FUNDS					
REVENUE/APPROPRIATIONS					
Central Services	$ 967,000				$ 967,000
Fleet Management	10,447,000	23,000			10,470,000
Information Technology	15,758,000	177,000	200,000		16,135,000
Property Management	8,621,000	186,000			8,807,000
Risk Management	15,616,000	3,000	80,000		15,699,000
Medical and Dental Insurance	28,961,000				28,961,000
Total Internal Service Funds	**$ 80,370,000**	**$ 389,000**	**$ 280,000**	**$ 0**	**$ 81,039,000**

SPECIAL REVENUE FUNDS	FY 2015/16 Adpoted Budget	Carryforward Encumbrances from FY 2014/15	Carryforward Appropriations from FY 2014/15	Other	FY 2015/16 Amended Budget
REVENUE/APPROPRIATIONS					
Resort Tax	78,631,000	134,000	1,169,000		79,934,000
Transportation	9,261,000	110,000		441,000	9,812,000
People's Transportation Plan Fund	3,896,000	94,000			3,990,000
7th Street Garage	2,795,000				2,795,000
5th & Alton Garage	812,000				812,000
Art In Public Places	277,000		63,000		340,000
Tourism and Hospitality Scholarship Prgm	174,000				174,000
Information and Communitation Tech Fund	395,000				395,000
Education Compact	107,000				107,000
Green/Sustainability Funds	399,000				399,000
Residential Housing	766,000	7,000			773,000
Red Light Camera Fund	1,416,000				1,416,000
E-911 Fund	398,000				398,000
Cultural Arts Council	1,264,000	8,000	206,000		1,478,000
Normandy Shores	226,000				226,000
Tree Preservation	90,000			21,674	111,674
Police Confiscation Trust - Federal	235,000	69,000			304,000
Police Confiscation Trust - State	317,000	95,000			412,000
Police Special Revenue	75,000				75,000
Police Training	41,000				41,000
Police Crash Report Sales	0			30,000	30,000
Waste Haulers Add Serv & Public Benefit	68,000		37,000		105,000
Total Special Revenue Funds	**$ 101,643,000**	**$ 517,000**	**$ 1,475,000**	**$ 492,674**	**$ 104,127,674**

06

MIAMIBEACH

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 **Wednesday, December 9, 2015**, at the times listed, or as soon thereafter as the matter can be heard:

10:15 a.m.
An Ordinance Amending Chapter 82 Of The Code Of The City Of Miami Beach, Entitled "Public Property," By Amending Article IV, Entitled "Uses In Public Rights-Of-Way," By Amending Division 5, Entitled "Sidewalk Cafes," By Amending Subdivision II, Entitled "Permit," By Amending Section 82-381 Thereof, Entitled "Permitted Areas; Conditional Permit; City Manager's Right To Remove Sidewalk Cafes," By Requiring Display Of Prices For Food And Drink Menu Items Or Any Food And Drink Menu Specials, And Establishing A Notice Provision To Customers Regarding Any Automatic Gratuity Or Service Charge By The Operator Of The Sidewalk Café; By Amending Section 82-382 Thereof, Entitled "Application," Mandating That A Sidewalk Café Application Be Denied For Failure To Have Food And Drink Menus Which Includes Prices For Food And Drink Menu Items, Food And Drink Menu Specials, Or Notification Of Any Automatic Gratuity Or Service Charge Imposed By The Sidewalk Café Operator; By Amending Section 82-385 Thereof, Entitled "Minimum Standards, Criteria, And Conditions For Operation Of Sidewalk Cafes," By Prohibiting A Sidewalk Café To Operate Without Food And Drink Menus Which Show The Pricing For Any Food And Drink Menu Item Or Food And Drink Menu Special, And Fail To Notify Customers Of Any Automatic Gratuity Or Service Charge Imposed By The Sidewalk Café Operator; 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.*

10:20 a.m.
An Ordinance Amending Chapter 106 Of The Miami Beach City Code, Entitled "Traffic And Vehicles," By Amending Article II, Entitled "Metered Parking," By Amending Division 1, Entitled "Generally," By Amending Section 106-47, Entitled "Freight, Commercial, And Passenger Curb Loading Zones; Hours, Deliveries"; By Deleting Subsection (c), (d) And (e); By Amending Subsection (b) To Require Property Owners And Businesses To Confirm Compliance With Subsection (g) For Commercial Motor Vehicles Deliveries And Services; By Prohibiting Deliveries Or Services For Commercial Motor Vehicles That Fail To Comply With Subsections (f) Through (n); By Creating A New Subsection (d) And (e), Which Limits The Authority Of The Special Master; By Amending The Enforcement And Penalty Provisions For Violations Of Subsection (b); Providing For Codification, Repealer, Severability, And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470 and the Parking Department at 305.673.7505.*

10:25 a.m.
An Ordinance Amending The Code Of The City Of Miami Beach, Florida By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 5, "CD-2 Commercial Medium Intensity District," At Section 142-305, "Prohibited Uses," By Adding Bars, Dance Halls, And Entertainment Establishments As Prohibited Uses Within The CD-2, Sunset Harbour Neighborhood, Generally Bounded By Purdy Avenue, 20th Street, Alton Road And Dade Boulevard; Providing For Codification; Repealer; Severability; Applicability; And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

10:30 a.m.
An Ordinance Amending Miami Beach City Code Chapter 2 "Administration," Article VII "Standards Of Conduct," Division 5 "Campaign Finance Reform," Encompassing City Code Sections 2-487 "Prohibited Campaign Contributions By Vendors," City Code Section 2-488 "Prohibited Campaign Contributions By Lobbyists On Procurement Issues," City Code Section 2-489 "Prohibited Campaign Contributions By Real Estate Developers," And City Code Section 2-490 "Prohibited Campaign Contributions By Lobbyists On Real Estate Development Issues", By Providing That Commencing January 1, 2016, Members Of The City Commission Or Candidates For Said Offices Shall Be Prohibited From Either Directly Or Indirectly Soliciting, Accepting Or Depositing Any Campaign Contribution Regarding City Elected Office From A Vendor, Lobbyist On A Procurement Issue, Real Estate Developer, Or Lobbyist On A Real Estate Development Issue; Providing For Repealer, Severability, Codification, And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:31 a.m.
An Ordinance Amending Miami Beach City Code Chapter 2, Article VII, Division 5 Entitled "Campaign Finance Reform," By Adding Thereto Section 2-491 Entitled "Prohibited Lobbying By Campaign Consultants," Prohibiting Campaign Consultants And Certain Affiliated Persons Or Entities From Lobbying City Commission For 12 Months Subsequent To Swearing In Of Subject Elected Official(s), Establishing Definitions, And Limited Exemption; Providing For Repealer, Severability, Codification, And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:35 a.m.
A Resolution Accepting The Recommendation Of The City's Finance And Citywide Projects Committee, And Approving, Upon Second And Final Reading Of This Resolution And Following A Duly Noticed Public Hearing, A Ground Lease Agreement In The Form Attached To This Resolution, Between The City (Owner Or Landlord) And The Sabrina Cohen Foundation (Tenant), In Connection With The Use Of 5,100 Square Feet Of City-Owned Land, Located At Allison Park, Having A Street Address Of 6475 Collins Avenue (Premises), For A Term Of Ninety-Nine (99) Years, With No Renewal Options For The Purpose Of Developing A Wellness Center; And Waiving, By A 5/7th Vote, 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; And Further Waiving, By A 5/7th Vote, The Appraisal Requirement In Section 82-39(B) Of The City Code, Finding Such Waiver To Be In The Best Interest Of The City. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470; the Parks & Recreation Department at 305.673.7730 and/or the Department of Public Works at 305.673.7080.*

10:40 a.m.
A Resolution Adopting The First Amendment To The Capital Budget For Fiscal Year 2015/16. *Inquiries may be directed to the Budget & Performance Improvement Department at 305.673.7510.*

10:45 a.m.
A Resolution Adopting The First Amendment To The General Fund, Enterprise Fund, Internal Service Fund, And Special Revenue Fund Budgets For Fiscal Year 2015/16. *Inquiries may be directed to the Budget & Performance Improvement Department at 305.673.7510.*

10:50 a.m.
A Resolution Adopting The Amendment To The City Budget For Fiscal Year 2015/16. *Inquiries may be directed to the Budget & Performance Improvement Department at 305.673.7510.*

11:00 a.m.
A Resolution Approving, Following A Duly Noticed Public Hearing Pursuant To Sections 170.07 And 170.08, Florida Statutes, The Final Assessment Roll For The Special Assessment District Known As The Sunset Islands 3 & 4 Utility Improvement District, And Confirming Such Assessments As Legal, Valid, And Binding First Liens Upon The Property Against Which Such Assessments Are Made Until Paid. *Inquiries may be directed to the Capital Improvement Projects Department at 305.673.7071 and the Office of the City Attorney at 305.673.7470.*

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

Ad 1105

816

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Mayor Philip Levine and Commissioners

FROM: Michael Grieco, Commissioner

DATE: December 9, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2015/16; WHICH AMENDED BUDGET IS ATTACHED HERETO AS EXHIBIT A.**

Key Intended Outcome Supported: Ensure proper preparation of the City's 4-year-old population for Kindergarten.

Recommendation: Approval of the budget amendment. And direct the City Attorney to prepare an interlocal with M-DCPS to reflect the programming and accountability relating to the funding.

Item Summary and Recommendation:

This item is a product of a previously approved and signed Resolution No.: 2015-28997, and simply approves available funding of the first piece of the policy. There are currently fifty-five (55) children/families seeking Voluntary Pre-Kindergarten (VPK) through the administration of the Miami-Dade Public School System. Due to unavailability of Title I funding to supplement State of Florida VPK funding, these families did not win the "lottery," making them boxed out of the programs provided.

In way of background, the Miami-Dade School District is not a funding source for pre-K, as it simply acts as a provider as would a private provider. To make clear what this means, $2400.00 is available, via State funding, to every 4-year-old that wishes to participate in VPK. A qualified VPK provider, be it public or private, does not need to utilize certified educators and minimum requirements provide for only three (3) hours of care/learning. MDPS VPK program is much more robust, providing 1 full-time certified preschool teacher and 1 paraprofessional for a full day class of twenty (20) students.

As MDPS has made efforts to go well beyond the basic 3-hour, uncertified VPK "funded" by the State of Florida, it's program costs far exceed the $2400 per-student State allocation. The several thousand dollar per-student shortfall is made up county-wide solely from available Title- I funding, which is insufficient for the demand in Miami Beach. In order to ensure MDPS VPK availability for the 55 families discussed, a first-year funding allocation of $253,000.00 is needed, with the following two years requiring $189,042.00 each. There would only be a 3-year commitment, as +/- changes to the State model could impact future allocations. Furthermore, three years is an adequate period to then reassess demand and determine political will. The chart below outlines the costs with specificity:

Cost Of Classroom 20:2 Ratio	**Year One Costs**	**Recurring Costs**
F/T teacher	$76,259	$76,259
F/T paraprofessional	$44,920	$44,920
Classroom materials	$5,000	$5.000
Teacher supplies	$2500	$2500
Indirect costs (utilities and Administrative costs)	$5,415	$5,415
Subtotal	$134,094	$134,094
Startup	**Year One Costs**	**Recurring Costs**
FFE	$20,000	$0
Curriculum materials	$7,000	$0
Computers and Peripheral	$5,000	$0
Subtotal	$32,000	
Total:	$166,094	$134,094
Reimbursed by Estimated State funds	$39,573	$39,573
Total Balance	$126,521	$94,521

Funding Source.

As the City previously entered into its Education Compact (I/16/08) to support and fund the feeder pattern's participation in the International Baccalaureate, a funding source was created via the Waste Hauler contracts, which have gone from 2 vendors to 3. The City maintains a static savings as a result of this project currently of $432,424.00 (after annual IB payments). In order to not affect the general fund nor the contingency fund (currently at $214,000.00), the first-year funding source would be solely the waste haulers (non tax dollar) account.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2015/16; WHICH AMENDED BUDGET IS ATTACHED HERETO AS EXHIBIT A.

WHEREAS, the budgets for the General Fund, Enterprise Funds, Internal Service Funds, and Special Revenue Funds for Fiscal Year 2015/16 were approved on September 30, 2015, with the adoption of Resolution No. 2015-29140; and

WHEREAS, the proposed budget amendment provides for additional appropriations totaling $253,000 for enhancing the Miami-Dade County Public Schools (M-DCPS) Voluntary Pre-kindergarten Program (VPK) program; and

WHEREAS, funding for the proposed budget amendment is available from uncommitted fund balance in the Education Compact Special Revenue Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, that the Mayor and City Commission adopt an Amendment to the budget for Fiscal Year 2015/16; which amended budget is attached hereto as Exhibit A.

PASSED AND ADOPTED this 9th day of December, 2015.

_____
Philip Levine, Mayor

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 11/23/15
Date

EXHIBIT A

SPECIAL REVENUE FUNDS	FY 2015/16 Adopted Budget	Proposed Amendment	FY 2015/16 Revised Budget
Education Compact	107,000	253,000	360,000
Resort Tax	78,631,000		78,631,000
Art in Public Places	277,000		277,000
Tourism & Hospitality Scholarships	174,000		174,000
Cultural Arts Council	1,264,000		1,264,000
Sustainablity	399,000		399,000
Waste Hauler	68,000		68,000
Normandy Shores	226,000		226,000
5th & Alton Garage	812,000		812,000
7th St. Garage	2,795,000		2,795,000
Transportation	9,261,000		9,261,000
Tree Preservation	90,000		90,000
People's Transportation Plan	3,896,000		3,896,000
Police Confiscation	552,000		552,000
Police Special Revenues	75,000		75,000
Poilce Training	41,000		41,000
Red Light Camera	1,416,000		1,416,000
Residential Housing	766,000		766,000
Emergency 9-1-1	398,000		398,000
Information & Technology	395,000		395,000
TOTAL	$ 101,643,000	$ 253,000	$ 101,896,000

Condensed Title:
"A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, Adopting the Amendment to the City Budget for Fiscal Year 2014/15"

Key Intended Outcome Supported:
Ensure proper preparation of the city's 4-year-old population for Kindergarten.

Item Summary and Recommendation
This item is a product of a previously approved and signed Resolution #2015-28997, and simply approves available funding of the first piece of the policy. There are currently fifty-five (55) children/families seeking VPK through the administration of the Miami-Dade Public School System. Due to unavailability of Title 1 funding to supplement State of Florida VPK funding, these families did not win the "lottery," making them boxed out of the programs provided.

In way of background, the Miami-Dade School District is not a funding source for pre-K, as it simply acts as a provider as would a private provider. To make clear what this means, $2400.00 is available, via State funding, to every 4-year-old that wishes to participate in VPK. A qualified VPK provider, be it public or private, does not need to utilize certified educators and minimum requirements provide for only three (3) hours of care/learning. MDPS VPK program is much more robust, providing 1 full-time certified preschool teacher and 1 paraprofessional for a full day class of twenty (20) students.

As MDPS has made efforts to go well beyond the basic 3-hour, uncertified VPK "funded" by the State of Florida, it's program costs far exceed the $2400 per-student State allocation. The several thousand dollar per-student shortfall is made up county-wide solely from available Title-1 funding, which is insufficient for the demand in Miami Beach. In order to ensure MDPS VPK availability for the 55 families discussed, a first-year funding allocation of $253,000.00 is needed, with the following two years requiring $189,042.00 each. There would only be a 3-year commitment, as +/- changes to the State model could impact future allocations. Furthermore, three years is an adequate period to then reassess demand and determine political will. The chart below outlines the costs with specificity:

Cost of 1 classroom 20:2 ratio	yr 1 costs	recurring
F/T teacher	76259	76259
F/T paraprofessional	44920	44920
classroom materials	5000	5000
teacher supplies	2500	2500
indirect costs (utilities and administrative cost)	5415	5415
	134,094	134,094
Startup		
FFE	20,000	0
Curriculum materials	7,000	0
Computers & peripheral	5,000	0
	32,000	0
Total	166,094	134094
reimbursed by:		
estimated state funds	39573	39573
	126,521	94521

Funding Source

As the City previously entered into its Education Compact (1/16/08) to support and fund the feeder pattern's participation in the International Baccalaureate, a funding source was created via the Waste Hauler contracts, which have gone from 2 vendors to 3. The City maintains a static savings as a result of this project currently of $432,424.00 (after annual IB payments). In order to not affect the general fund nor the contingency fund (currently at $214,000.00), the first-year funding source would be solely the waste haulers (non tax dollar) account.

RESOLUTION NO. 2015-28997

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, COLLABORATE TO DEVELOP AN ENHANCED PARTNERSHIP WITH THE MIAMI-DADE COUNTY SCHOOL BOARD (SCHOOL BOARD) AND TO AMEND THE CITY'S EDUCATIONAL COMPACT TO PROVIDE ENHANCED EDUCATIONAL SERVICES TO THE CITY'S PUBLIC SCHOOL STUDENTS, BY WORKING COLLABORATIVELY ON FUNDING TO PRIORITIZE EARLY LEARNING OPPORTUNITIES, INCLUDING THE HEAD START PROGRAM; TITLE 1 VPK; VPK FEE SUPPORTED; AND SPED PRE-K; BY PROVIDING INSTRUCTIONAL SUPPORT FOR EXTRACURRICULAR OR CHOICE OFFERINGS AT CITY HIGH SCHOOL AND MIDDLE SCHOOL GRADES; BY ENHANCING THE DISTRICT'S AFTERSCHOOL PROGRAMMING, IB PROGRAM AND EFL PROGRAM; AND TO PROVIDE A SCHEDULE FOR ACCOMPLISHING THESE GOALS.

WHEREAS, in an effort to ensure that the historically strong partnership between Miami Dade County Public Schools (District) and the City of Miami Beach (City) remains a solution driven one, recent discussions have led to the identification of key priorities for both the City and District as it relates to the schools that serve City of Miami Beach residents; and

WHEREAS, over the coming weeks, the key priorities will be fleshed out between the District and City administrations

WHEREAS, the District and the City desire to share key data, and to delineate the specific needs and costs for providing quality education to our public school children, and the parties shall seek to determine funding sources that can be jointly identified to reach this goal; and,

WHEREAS, The rationale, Implementation plan and timeline for the identified priorities can be utilized in promoting Early Learning Opportunities available at schools serving Miami Beach residents under a collaborative update hopefully to be completed by May 2015; and

WHEREAS, over the next few weeks, members of the City and District administrations will work together on the following tasks and will submit a recommendation for consideration by May 2015 relating to all public schools delineated in the Miami Beach Education Compact, which currently serves up to 293 three and four year olds from the City, and the parties will work together to implement or enhance the Head Start Program (131 students currently served); Title 1 VPK (60 students currently served); VPK Fee Supported (60 students currently served); and SPED Pre-k (42 students currently served); and

WHEREAS, the District will provide a summary of each of the current program models offered in City schools and will provide historical data regarding enrollment numbers for all programs mentioned above; and

WHEREAS, the District and City intend to work together to obtain information on the current pending interest of Miami Beach residents to participate in these programs, and the District will provide an assessment of available space in current sites for expansion of these programs; and

WHEREAS, the District and City will explore additional facility solutions that would determine the maximum expansion of the referenced programs; and

WHEREAS, the District will provide a summary of the current funding streams that enable the implementation of these important supplementary Miami-Dade County Pubic School program offerings for students across the District; and

WHEREAS, the District will provide the cost to fund the set up and operation of an additional early learning classroom, and the City and District will explore additional potential funding sources, and the City and District will provide an update regarding assessed interest and a recommendation on how best to meet the identified needs for the upcoming school year inclusive of funding needs; and

WHEREAS, the City and the District will work to provide instructional support for extracurricular or choice offerings at City high school and middle school grades where instructional need is demonstrated, and shall work collaboratively to provide the City an update on this task by May 2015; and

WHEREAS, in an effort to jointly provide comprehensive, holistic education offerings while still meeting all state requirements at a District level, the City and District will work closely together to define school needs on an annual basis. An estimated funding level to address these supplementary offerings will be determined by the end of each school year. The City and District will work together to ensure that all current funding streams are leveraged effectively, and will explore additional funding sources. Use of any identified funding streams for the purposes listed below will need to be determined on an as needed basis; however, justification and documentation will be required to draw down any sources of community funding; and

WHEREAS, the funding would include support for instructional programs specific to identified City priorities; support for elective programs based on student selection based demand; and support for afterschool enrichment opportunities; and

WHEREAS, The City and District will work together to develop the process explained above and will provide a recommendation with an estimated funding level for the upcoming school year by May 2015; and

WHEREAS, the District and the City will collaboratively work toward enhancement of educational facilities, and follow up on this task by July 2015; and

WHEREAS, through the District General Obligation Bond Referendum, approximately $18 million in projects are currently underway for the schools within the City of Miami Beach; and

WHEREAS, in order to leverage allocated funding, the City and District will assess additional priority projects that can be brought forth for discussion, and the District shall explore seeking additional funding sources and the parties shall issue a recommendation by July 2015 for discussion to the City Commission; and

WHEREAS, the above delineated priorities, once defined, reviewed and approved, will be adopted into the City of Miami Beach Education Compact, and the effort to do so is a work progress that delineates the collaboration of the parties, in enhancing the District's afterschool programming, the IB program and the EFL program.

WHEREAS, the City and the District desire to work on these goals, to collaborate on funding sources, and to establish a time line to implement these goals in the City of Miami Beach Educational Compact, and in the actual classroom.

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 collaborate to develop an enhanced partnership with the Miami-Dade County School Board (School Board) and to amend the City's Educational Compact to provide enhanced educational services to the City's public school students, by working collaboratively on funding to prioritize early learning opportunities, including the Head Start Program; Title 1 VPK; VPK Fee Supported; and SPED Pre-K; by providing instructional support for extracurricular or choice offerings at city high school and middle school grades; by enhancing the district's afterschool programming, IB Program and EFL Program; and to provide a schedule for accomplishing these goals.

PASSED AND ADOPTED this 15 day of April, 2015.

ATTEST:

4/20/15

Rafael E. Granado, City Clerk

Philip Levine, Mayor

MIAMI BEACH INCORPORATED MARCH 26TH 1915

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney

4-14-15

Date

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Miami Beach District Schools Data as of 04/21/2015

Cost of One Pre-K Classroom					
Year 1 Cost (Start-Up)	Estimated VPK Reimbursement per Class (@80% - District Avg. VPK reimbursement rate)	Net Year 1 Cost (Start-Up)	Ongoing Annual Cost	Estimated VPK Reimbursement per Class (@80% - District Avg. VPK reimbursement rate)	Net Ongoing Annual Cost
166,094	39,573	126,521	134,094	39,573	94,521

Miami Beach Schools Waiting List Data									
SCHOOL NAME	FEE-SUPPORTED VPK WAITING LIST 2013-2014	TITLE I VPK WAITING LIST 2013-2014	HEAD START WAITING LIST 2013-2014	FEE-SUPPORTED VPK WAITING LIST 2014-2015	TITLE I VPK WAITING LIST 2014-2015	HEAD START WAITING LIST 2014-2015	FEE-SUPPORTED VPK WAITING LIST 2015-2016	TITLE I VPK WAITING LIST 2015-2016	HEAD START WAITING LIST 2015-2016
BISCAYNE ELEMENTARY	N/A	6	0	N/A	9	0	N/A	6	7
FEINBERG/FISHER K-8	N/A	0	0	N/A	0	0	N/A	6	0
NORTH BEACH ELEMENTARY	21	N/A	N/A	20	N/A	N/A	36	N/A	N/A
RUTH BROAD/BAY HARBOR K-8	20	N/A	N/A	28	N/A	N/A	44	N/A	N/A
SOUTH POINTE ELEMENTARY	5	N/A	7	6	N/A	10	19	N/A	2
TREASURE ISLAND ELEMENTARY	N/A	0	0	N/A	0	0	N/A	2	3
NORMAN S. EDELCUP/SUNNY ISLES BEACH K-8	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total									

Notes:

*N/A - Program not offered at this school

*FY 13-14 & FY 14-15 waiting list numbers as of the end of September at each respective school year.

*FY 15-16 waiting list numbers as of 04/21/2015. Number of students expected to go down to a number similar to the previous two years by the end of September 2015.

*Schools with classroom space available:

~Biscayne Elementary

~Feinberg/Fisher K-8 Center

~Treasure Island Elementary

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

COMMITTEE MEMORANDUM

TO: Neighborhoods/Community Affairs Committee Members
Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: May 29, 2015

SUBJECT: **FOLLOW-UP DISCUSSION REGARDING COLLABORATION TO DEVELOP AN ENHANCED PARTNERSHIP WITH THE MIAMI-DADE COUNTY SCHOOL BOARD**

BACKGROUND

At the March 11, 2015, Commission meeting, Commissioner Grieco sponsored item R7N, a Resolution to the Mayor and Commission to lobby the State Legislature and Miami-Dade County Public School Board regarding compliance with the State's Class Size Amendment. The item was deferred to the March 18, 2015 meeting. In 2002, voters approved an amendment to the Florida Constitution, at Article IX, Section (1) (a), which establishes a limit on the number of students that can be placed in a classroom. The Constitutional "Class Size Amendment" provides the following sized classrooms:

- 18 students in prekindergarten through grade 3
- 22 students in grades 4 through 8
- 25 students in grades 9 through 12

The State Legislature also amended several chapters of the Florida Statutes, to implement the Class Size Amendment. One of the revised statutes defined that the Class Size Amendment would only apply to "Core Curriculum" courses and not to extracurricular courses. As a result, class sizes got larger again at the start of the 2010-2011 school year, after the state re-defined a core class. About two-thirds of the 849 "core" classes offered in Florida elementary, middle, and high schools are now labeled extra-curricular, which has no limit on class size. This includes but is not limited to advanced placement, International Baccalaureate, and Spanish classes.

The Resolution was referred to the April 8, 2015 Finance and Citywide Projects Committee meeting for discussion. The members referred the item to the Mayor and Commission for further discussion at the April 15, 2015 Commission meeting.

Resolution 2015-28997 was presented to the Mayor and Commission on April 15, 2015, for discussion. The resolution was referred to both Finance and Citywide Projects Committee and Neighborhoods/Community Affairs Committee at a joint meeting on May 20, 2015 for further discussion.

DISCUSSION

The Miami-Dade County Public School representatives have indicated they will prepare a proposal for consideration to address the proposed enhanced educational services for the following areas:

- Early Learning Opportunities including Head Start, Title 1 Voluntary Prekindergarten, Voluntary Prekindergarten fee supported and Special Education Prekindergarten
- Instructional Support for Extracurricular or choice offerings at Miami Beach Senior High School, Nautilus Middle School, and Fienberg Fisher K-8 Center
- Enhance afterschool programming

M-DCPS provided information regarding the cost of the first item above, a prekindergarten fee-supported classroom, at the May 20, 2015 Finance and Citywide Projects Committee meeting. The projected cost are provided below:

Cost per Classroom	
Year 1	$126,521
Recurring	$94,521
Projected Student Wait Listed 2015/16	
Year 1	55
# Classrooms	2
Year 1 cost	$253,042
Recurring	$189,042
Education Funding Sources	
Education Funds*	Available Fund Balance: $432,424
	Annual Recurring Revenue: $85,000
	Annual Recurring Costs**:$88,000

*Includes $75K from waste hauler public benefit contribution for education (currently directed to International Baccalaureate Program) & $10K from Chamber
**Does not include additional requests for funding not yet addressed including annual IB authorization and evaluation costs and funding needed to address class size deficiencies

At the April 15, 2015 Commission meeting, the Commission approved Resolution 2015-28997 to amend the City's Education Compact with Miami-Dade County Public Schools to include the priority areas above. Potential funding for the prekindergarten proposal may be a mix of funding from the General Fund and the Education Fund balance. Funding for enhanced afterschool programming and instructional support for Miami Beach Senior High School and Nautilus Middle School will need to be evaluated separately once cost information is provided by Miami-Dade County Public Schools.

The Education Compact implemented in January 2008 currently addresses and supports the following priority areas:

- Teacher Recruitment/Retention
- Communication
- Parental Involvement/Family Support/Youth and Community Engagement
- Health and Well-Being
- Student Achievement
- Safety
- Technology

CONCLUSION

This information is provided for your discussion and direction.

Attachments

JLM/KGB/JW/LDB

AN EDUCATION COMPACT BETWEEN
MIAMI-DADE COUNTY PUBLIC SCHOOLS AND THE CITY OF MIAMI BEACH

Following the blueprint established by the formation of the Education Compacts between Miami-Dade County Public Schools (District), and other local general purpose governments, the District and the City of Miami Beach (City), will now partner to bring together each organization's collective resources for the greater benefit of both the students and the citizens of Miami Beach. Located on a barrier island in Miami-Dade County, the City, incorporated in 1915, encompasses approximately 7.1 square miles and is home to 6 District facilities including South Pointe Elementary, Fienberg Fisher Elementary, North Beach Elementary, and Biscayne Elementary, Nautilus Middle, and Miami Beach Senior High. With a population of over 93,000, it is the destination of over 7 million tourists annually and the hub of the County's hospitality and tourism industry.

In recognition of the fact that *It Takes...* the commitment of the District and the City to raise academic achievement, and recognizing the importance placed on education by the residents of Miami Beach, the District and City seek to codify an Education Compact to build on existing programs and innovative ideas which will enhance the lifelong educational opportunities for the entire community. Therefore, through this agreement we will strive to meet the educational needs of each child and enhance the learning opportunities for all. This Compact was developed with significant community input and reflects the desire of the Miami-Beach community to support excellence in their schools and an investment in the overall enhancement of education for its residents. It is recognized by the District and the City that this Compact represents goals and objectives which are consistent with the long term strategic plans of each entity and it is understood that as such goals and objectives evolve the terms of this Compact may also be modified over time.

The areas of focus in this collaboration include: teacher recruitment and retention; enhanced communication of educational and community events; family/parental involvement in education; community/business engagement, enhanced student health and well-being; improved student achievement; school safety; and technology access. The initial major activities, intended outcomes, and measures associated with each of these major focus areas are outlined below.

<u>Teacher Recruitment/Retention</u>

Activities:

- The District and the City will collaborate to develop a supplemental incentive program for teacher recruitment/retention in Miami Beach schools. The City component of the program will focus on encouraging incentives which may include discounts, mentoring, training, and tickets to public events. Mentoring and training opportunities will be least disruptive to school staffing needs, with schools providing coverage (as applicable) for staff to participate. The District will provide support for the City program which may include but not be limited to invitations to participate in District recruitment events and posting of City sponsored incentives on the District's recruitment webpage.

- The District will make available to the City all instructional staff recruitment and retention statistics and data for Miami Beach schools and districtwide which is considered public information.

- The District will make available to the City all survey data pertaining to teacher satisfaction levels (in particular key drivers for recruitment and retention) on a regular basis, segregated by each Miami Beach school where possible.

- The City will support the District's efforts, those of other stakeholder groups and districtwide initiatives that address the housing needs of teachers and non-instructional staff. In the event the City develops a program to provide workforce housing and/or housing support for "essential personnel," the inclusion of public school teachers and/or other public educational personnel will be explored.

Key Intended Outcomes:

- Maintain teacher recruitment and retention at or above districtwide levels.
- Increase teacher satisfaction rates for City of Miami Beach schools.
- Enhance access to workforce and affordable housing.

Measures:

- Number and percent of Miami Beach school staff participating in various incentive programs provided by the City;

- Number and percent of Miami Beach school staff participating in mentoring and training opportunities sponsored by the City;

- Percent of Miami Beach school and District school personnel that indicate they agree or strongly agree that they like working at their 'Miami Beach' school;

- Miami Beach school instructional personnel retention rate compared to districtwide retention rate; and

- Miami Beach school instructional personnel vacancy rate compared to districtwide vacancy rate.

- Number of instructional personnel utilizing workforce housing options available through the City

Communication

Activities:

- The City will work with the District to disseminate information related to educational opportunities and activities by placing information in strategically located kiosks.

- Collaborate to enhance education-related communication to the City's residents by developing an education page to be included in City's website with links to the Beach schools, providing access to the City's cable TV programming, and space in the City's newsletters and magazines in order to disseminate information on Miami Beach's schools.

- The City will work with the District to support a Student Expo that will highlight Beach school offerings and student achievements.

- The City and the District will endeavor to collaborate on legislative agendas in support of public education.

- Provide regular briefings of the School Board and City Commission regarding the status of the implementation of this Compact and other issues of interest.

Key Intended Outcome:

- Increase community access to Miami Beach school and District information.

Measures:

- Number of District legislative priorities supported by the City; and
- Number of educationally-related articles/ads disseminated through City- sponsored communication methods (magazines, newspaper, television).

Parental Involvement/Family Support/Youth and Community Engagement

Activities:

- The District will make available to the City all parent satisfaction survey data on a regular basis, segregated by Miami Beach schools where possible, and the City may conduct similar surveys with the assistance of the District, including findings on key drivers for satisfaction, subject to any approvals which may be required from the District's Research Review Committee.

- The City will work with the District to foster local business support for education, including the implementation of employee programs which encourage parent participation in schools. As an example, the City will encourage local businesses to model the City's commitment to parental involvement by developing an employee policy that would allow for employee release time to participate in designated early release day parent/teacher conferences (max. 3 per year) and would provide access to computers for employees for the purpose of accessing the District's Parent Portal to obtain information regarding the employees' children's academic progress. The District will provide confirmation form for employee participation in parent/teacher conferences.

- Through The Parent Academy (TPA), interested City personnel will be provided with training by the District regarding use of the District's newly launched Parent Portal and other electronic resources available through the District.

- The District will focus on Miami Beach parents by creating a City-based model of TPA using City facilities and other community sites.

- The District will support the City's Service Partnership (service program that partners community agencies) via participation in the governing board, provision of referrals to the program as appropriate, recruitment of students for employment opportunities, and assistance in the collection of qualitative data to measure success, subject to parental consent.

Key Intended Outcomes:

- Ensure Community access to educational information.
- Increase accessibility to family/individual support services.

Measures:

- Parent satisfaction rates for each Miami Beach school;
- Number of hours provided by City for City employees to attend teacher conferences, etc.;
- Number of parents from Miami Beach schools attending Parent Academy programs; and
- Percent of students referred by school personnel to the Service Partnership that obtain employment.

Health and Well-Being

Activities:

- The District will maintain health clinics (nurse practitioners and/or registered nurses) at Fienberg Fisher Elementary, Biscayne Elementary, Nautilus Middle School and Miami Beach Senior High School, subject to continued available funding, and will work with all Miami Beach schools to coordinate visits from the Health Connect on Wheels service (as available) or similar service to schools and/or Miami Beach recreation centers.

- The District and the City will collaborate to deliver information regarding health and wellness education, prevention and intervention strategies regarding nutrition, physical activity levels, and health maintenance in accordance with the District's Wellness Initiative.

- The City will explore the development of a middle school-level afterschool program. The District will collaborate with the City by assisting with the recruitment of students, including providing space within District-owned facilities as needed, and exploring expanded transportation options for participating students.

- District will explore the expansion of full-time nurse practitioners and/or registered nurses at schools without health clinics, subject to available funding.

Key Intended Outcome:

- Increased health and well-being of students.

Measures:

- Percent of Miami Beach schools scheduled for Health Connect Mobile provider (or similar service) August through June;
- Number of Health Connect on Wheels mobile unit visits (or similar service) to non-clinic Beach schools and recreation centers; and
- Number of schools with health clinics (Nurse practitioners and/or registered nurses) through School Health Connect and/or equivalent

Student Achievement

Activities:

- The District will make available to the City all student survey data on a regular basis, segregated by Miami Beach schools where possible, and the City may conduct similar surveys with the assistance of a District Educational Evaluation single point of contact, including findings on student ratings of self-esteem and sense of community. All research is subject to approval by the M-DCPS Research Review Committee.

- The District will identify and pursue implementation of best practice strategies to increase the graduation rate at Miami Beach Senior High School (MBSHS).

- The City will work with the District toward the creation of an internship initiative with Miami Beach City government to provide internship opportunities (as appropriate) to MBSHS students based on parameters within the District's Secondary School Reform plan.

- The City will work with the District to support the creation of a speaker's bureau for Miami Beach schools to provide teachers with access to speakers on specialized topics.

- The District will encourage the greater use of school facilities after-hours to support community based programming for youth.

- The District will explore avenues to enhance counseling and teacher-to-student ratios.

- The City will negotiate where possible culture/arts contracts to include access to programs by schools. The District will provide a dedicated Curriculum Coordinator staffed to the feeder pattern to arrange for arts/culture utilization during school hours and after-school hours and alignment to curriculum. Currently available City cultural offerings for students include access to programs at the Bass Museum, Botanical Garden, Byron Carlyle, Colony Theater, Fillmore at the Jackie Gleason, Wolfsonian, Convention Center, Jewish Museum, 10th Street Auditorium, Little Acorn Theater, Arts In Public Places, New World Symphony Campus (TBD), and various festivals/events.

- The City will support the small learning academies at the Miami Beach Senior High School by providing City advisory board participants no more than once a month and the District will provide training to City staff related to interdisciplinary teaching/learning teams, relevant curriculum/instruction, inclusive programs/practices, continuous program improvement, and building community support. Anticipated academies at Miami Beach Senior High School may include, but not be limited to Business, Management, and Administration, Hospitality and Tourism, Information Technology, Public Service and Security, Visual and Performing Arts, Communication and Digital Media, Marine and Environmental Science, Foreign Language and Humanities, International Baccalaureate, Scholars Academy, and Education and Training Services.

- The City and District will collaborate to implement an International Baccalaureate (IB) program within the Miami Beach feeder pattern. The City agrees that it will provide funding for the implementation at Miami Beach Senior High School and Nautilus Middle School in an amount not to exceed $155,000, and for Fienberg-Fisher Middle Years Program in an amount not to exceed $ 68,000. The implementation of the IB program with the Miami Beach feeder pattern is as follows:

    - The District will immediately initiate the application process for the International Baccalaureate Program (IBO Diploma Program) at Miami Beach Senior High School (MBSHS) by submitting the Interested Schools Form (October 2007), Consultant Request Form (if applicable by November 2007), Application A (March 1, 2008), Application B (June 1, 2008), Site Visit (Fall 2008), and Authorization (Spring 2009).

    - The City will assist the District in discussing funding or other support from the Miami Beach Chamber of Commerce or other appropriate organizations for annual fees, teacher training, Diploma Program (DP) Coordinator supplement, exam registration (per student), per subject exam fee/shipping, and books .

    - The City will provide resources for the IBO Diploma program rollouts including funding for the feasibility study (if applicable), application A, application B, and professional development costs including registration, travel and expenses for instructional staff as applicable prior to full implementation of the program at MBSHS.

    - The District will immediately initiate the application process for the International Baccalaureate Middle Years Program (IBO Middle Years Program) at Nautilus Middle School (NMS) by submitting the Interested Schools Form (October 2007), Application A (May 1, 2008), Application B (June 1, 2009), Authorization (Fall 2010), and Evaluation (Spring 2014).

    - The City will assist the District in discussing funding or other support from the Miami Beach Chamber or other appropriate organizations for annual fees, teacher training, Area of Interaction (AOI) Leaders supplements, Middle Years Program (MYP) Coordinator supplement, books, and extra teaching periods supplements (as applicable).

    - The City will provide resources for the IBO Middle Years program rollouts including funding for the feasibility study (if applicable), Application A, Application B, and professional development costs including registration, travel and expenses for instructional staff as applicable prior to full implementation of the program at NMS.

    - The District will immediately initiate the application process for the International Baccalaureate Middle Years Program (IBO Middle Years Program) at Fienberg Fisher grades 6-8 by submitting the Interested Schools Form, Application A, Application B, Authorization, and Evaluation.

- The City will provide resources for the IBO Middle Years program rollouts at Flenberg Fisher 6-8 including funding for the feasibility study (if applicable), Application A, Application B, and professional development costs including registration and travel expenses for instructional staff as applicable prior to full implementation of the program at Flenberg Fisher grades 6-8.

- The District and City will pursue the development of an IB program at the elementary school levels over the next 2 years, including development of implementation funding requirements. Funding requirements will be presented to the City Commission for approval. Further, as part of the feasibility review for the implementation of a Primary Years IB program, the District and the City will reach out to its neighboring cities including the Town of North Bay Village and Bay Harbor Islands in consideration of the location of the schools within their borders.

- The City and District will seek to collaborate on grant development opportunities in order to maximize the pool of available resources to serve the City's schools and residents. Types of grants pursued will include, but not be limited to those supporting student academic achievement, literacy, physical activity and fitness, social skills building, family involvement, and health and well-being.

Key Intended Outcomes:

- Increased academic support and achievement.
- Increase academic enrichment. Pursue collaborative grants to support youth academic needs and academic support citywide. Increased number of graduates exposed to external experiential activities including meaningful mentorships and/or internships.

Measures:

- Percent of high school students graduating who entered Miami Beach High in the 9th grade year;
- Number and percent of high school target population participating in City-sponsored internship program;
- Number of high quality internship opportunities made available to the Miami Beach students by the City;
- Number of City employees that are registered mentors and providing services to Miami Beach students;
- Number of speaker hours provided by City 'experts' to schools on specialized topics in support of the speaker's bureau;
- Allocation per fulltime equivalent student;
- Number of students enrolled in the IB program by school;
- Number of Miami Beach schools receiving a state accountability grade of A or B;
- Number of attendees by school to City-sponsored/supported cultural activities during school hours and after-school hours;

- Number of City management staff actively participating in School of Business and Technical Arts, School of Creative Arts, and School of Liberal Arts smaller learning academies in advisory board roles;

- Number of grants and amount of funding secured through collaborative efforts to obtain grants supporting youth and public education; and
- Number of students completing a City-sponsored internship.

Safety

Activities:

- The District and City each will designate a Police Department liaison to coordinate security and safety related activities for Miami Beach schools and to explore joint training opportunities for personnel involved with safety issues at all Miami Beach schools.

Key Intended Outcome:

- Improve safety and/perceptions of safety at schools in City.

Measures:

- Parent, student and District perception ratings for school safety.

Technology

Activities:

- To the extent the City maintains a free WiFi network Citywide; the City will provide free WiFi access to support home access throughout the community and will provide access to discounted computer equipment to all residents; helping to reduce the digital divide.

- The District and City will collaborate to identify additional avenues for student access to technology and the District will provide opportunities for technology training at school sites for parent(s)/guardian(s).

Key Intended Outcome:

- Improve youth and parent access to technology.

Measures:

- Number of Miami Beach homes with technology enabling youth to access WiFi; and
- Number of opportunities for technology training at school sites for parent(s)/guardian(s).

The adoption of this Education Compact between the City of Miami Beach and M-DCPS establishes a pact to continually strive to promote excellence and relevance in education in the City's schools and community at large by joining forces for the greater benefit of both the students and the citizens of Miami Beach.

The City and the District agreed that any more favorable position provided in any other District Education compact will be offered to the City of Miami Beach for consideration.

IN WITNESS WHEREOF, the Parties have caused this Education Compact to be executed in their names by their duly authorized officers and the corporate seals to be affixed all as of the day and year first above written.

WITNESSETH we have set our hands and seals hereto on this 16th of January, 2008.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

BY: _____

Name: Rudolph F. Crew
Title: Superintendent/Designee

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: _____

Name: Julie Ann Rico
Title: School Board Attorney

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

BY: _____

Name: Agustin J. Barrera
Title: Chair, School Board

BY: Perla T. Hantman

Name: Perla Tabares Hantman
Title: Vice Chair, School Board

ATTEST:
BY: _____

CITY OF MIAMI BEACH, FLORIDA

BY: _____

Name: Jorge Gonzalez
Title: City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: _____

Name: Jose Smith
Title: City Attorney

BY: Matti H. Bower

Name: Matti H. Bower
Title: Mayor

ATTEST:
BY: _____
Title: City Clerk

MIAMIBEACH

MIAMIBEACH

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 **Wednesday, December 9, 2015**, at the times listed, or as soon thereafter as the matter can be heard:

10:15 a.m.
An Ordinance Amending Chapter 82 Of The Code Of The City Of Miami Beach, Entitled "Public Property," By Amending Article IV, Entitled "Uses In Public Rights-Of-Way," By Amending Division 5, Entitled "Sidewalk Cafes," By Amending Subdivision II, Entitled "Permit," By Amending Section 82-381 Thereof, Entitled "Permitted Areas; Conditional Permit; City Manager's Right To Remove Sidewalk Cafes," By Requiring Display Of Prices For Food And Drink Menu Items Or Any Food And Drink Menu Specials, And Establishing A Notice Provision To Customers Regarding Any Automatic Gratuity Or Service Charge By The Operator Of The Sidewalk Café; By Amending Section 82-382 Thereof, Entitled "Application," Mandating That A Sidewalk Café Application Be Denied For Failure To Have Food And Drink Menus Which Includes Prices For Food And Drink Menu Items, Food And Drink Menu Specials, Or Notification Of Any Automatic Gratuity Or Service Charge Imposed By The Sidewalk Café Operator; By Amending Section 82-385 Thereof, Entitled "Minimum Standards, Criteria, And Conditions For Operation Of Sidewalk Cafes," By Prohibiting A Sidewalk Café To Operate Without Food And Drink Menus Which Show The Pricing For Any Food And Drink Menu Item Or Food And Drink Menu Special, And Fail To Notify Customers Of Any Automatic Gratuity Or Service Charge Imposed By The Sidewalk Café Operator; 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.*

10:20 a.m.
An Ordinance Amending Chapter 106 Of The Miami Beach City Code, Entitled "Traffic And Vehicles," By Amending Article II, Entitled "Metered Parking," By Amending Division 1, Entitled "Generally," By Amending Section 106-47, Entitled "Freight, Commercial, And Passenger Curb Loading Zones; Hours, Deliveries"; By Deleting Subsection (c), (d) And (e); By Amending Subsection (b) To Require Property Owners And Businesses To Confirm Compliance With Subsection (g) For Commercial Motor Vehicles Deliveries And Services; By Prohibiting Deliveries Or Services For Commercial Motor Vehicles That Fail To Comply With Subsections (f) Through (n); By Creating A New Subsection (d) And (e), Which Limits The Authority Of The Special Master; By Amending The Enforcement And Penalty Provisions For Violations Of Subsection (b); Providing For Codification, Repealer, Severability, And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470 and the Parking Department at 305.673.7505.*

10:25 a.m.
An Ordinance Amending The Code Of The City Of Miami Beach, Florida By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 5, "CD-2 Commercial Medium Intensity District," At Section 142-305, "Prohibited Uses," By Adding Bars, Dance Halls, And Entertainment Establishments As Prohibited Uses Within The CD-2, Sunset Harbour Neighborhood, Generally Bounded By Purdy Avenue, 20th Street, Alton Road And Dade Boulevard; Providing For Codification; Repealer; Severability; Applicability; And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

10:30 a.m.
An Ordinance Amending Miami Beach City Code Chapter 2 "Administration," Article VII "Standards Of Conduct," Division 5 "Campaign Finance Reform," Encompassing City Code Sections 2-487 "Prohibited Campaign Contributions By Vendors," City Code Section 2-488 "Prohibited Campaign Contributions By Lobbyists On Procurement Issues," City Code Section 2-489 "Prohibited Campaign Contributions By Real Estate Developers," And City Code Section 2-490 "Prohibited Campaign Contributions By Lobbyists On Real Estate Development Issues", By Providing That Commencing January 1, 2016, Members Of The City Commission Or Candidates For Said Offices Shall Be Prohibited From Either Directly Or Indirectly Soliciting, Accepting Or Depositing Any Campaign Contribution Regarding City Elected Office From A Vendor, Lobbyist On A Procurement Issue, Real Estate Developer, Or Lobbyist On A Real Estate Development Issue; Providing For Repealer, Severability, Codification, And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:31 a.m.
An Ordinance Amending Miami Beach City Code Chapter 2, Article VII, Division 5 Entitled "Campaign Finance Reform," By Adding Thereto Section 2-491 Entitled "Prohibited Lobbying By Campaign Consultants," Prohibiting Campaign Consultants And Certain Affiliated Persons Or Entities From Lobbying City Commission For 12 Months Subsequent To Swearing In Of Subject Elected Official(s), Establishing Definitions, And Limited Exemption; Providing For Repealer, Severability, Codification, And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:35 a.m.
A Resolution Accepting The Recommendation Of The City's Finance And Citywide Projects Committee, And Approving, Upon Second And Final Reading Of This Resolution And Following A Duly Noticed Public Hearing, A Ground Lease Agreement In The Form Attached To This Resolution, Between The City (Owner Or Landlord) And The Sabrina Cohen Foundation (Tenant), In Connection With The Use Of 5,100 Square Feet Of City-Owned Land, Located At Allison Park, Having A Street Address Of 6475 Collins Avenue (Premises), For A Term Of Ninety-Nine (99) Years, With No Renewal Options For The Purpose Of Developing A Wellness Center; And Waiving, By A 5/7th Vote, 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; And Further Waiving, By A 5/7th Vote, The Appraisal Requirement In Section 82-39(B) Of The City Code, Finding Such Waiver To Be In The Best Interest Of The City. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470; the Parks & Recreation Department at 305.673.7730 and/or the Department of Public Works at 305.673.7080.*

10:40 a.m.
A Resolution Adopting The First Amendment To The Capital Budget For Fiscal Year 2015/16. *Inquiries may be directed to the Budget & Performance Improvement Department at 305.673.7510.*

10:45 a.m.
A Resolution Adopting The First Amendment To The General Fund, Enterprise Fund, Internal Service Fund, And Special Revenue Fund Budgets For Fiscal Year 2015/16. *Inquiries may be directed to the Budget & Performance Improvement Department at 305.673.7510.*

10:50 a.m.
A Resolution Adopting The Amendment To The City Budget For Fiscal Year 2015/16. *Inquiries may be directed to the Budget & Performance Improvement Department at 305.673.7510.*

11:00 a.m.
A Resolution Approving, Following A Duly Noticed Public Hearing Pursuant To Sections 170.07 And 170.08, Florida Statutes, The Final Assessment Roll For The Special Assessment District Known As The Sunset Islands 3 & 4 Utility Improvement District, And Confirming Such Assessments As Legal, Valid, And Binding First Liens Upon The Property Against Which Such Assessments Are Made Until Paid. *Inquiries may be directed to the Capital Improvement Projects Department at 305.673.7071 and the Office of the City Attorney at 305.673.7470.*

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

Ad 1105

843

Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida Approving, Following A Duly Noticed Public Hearing Pursuant To Sections 170.07 And 170.08, Florida Statutes, The Final Assessment Roll For The Special Assessment District Known As The Sunset Islands 3 & 4 Utility Improvement District, And Confirming Such Assessments As Legal, Valid, And Binding First Liens Upon The Property Against Which Such Assessments Are Made Until Paid.

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Approving And Authorizing The Mayor And Cit Clerk To Execute, In A Form Acceptable To The City Attorney, An Easement Agreement With Florida Power & Light, As Well As Agreements With Florida Power & Light In The Amount Of $939,915, An Agreement With AT&T In The Amount Of $169,056, And An Agreement With Atlantic Broadband In The Amount Of $82,626, For The Placement Underground Of Overhead Utilities On Sunset Islands 3 & 4, And Further Authorizing The City To Fund The Installation Of Conduits, And Finance Costs, All Of Which Shall Be Funded With Special Assessments.

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:

On February 20, 2002, the Mayor and City Commission adopted Resolution No. 2002-24761, authorizing the City Administration and City Attorney's Office to proceed with the creation of a special assessment district, pursuant to Chapter 170, Florida Statutes, for the purpose of funding the relocation underground of overhead utility lines on Sunset Islands 3 & 4 (the "District").

On February 8, 2012, the Mayor and City Commission adopted Resolution No. 2012-27842, which, among other things, approved and allowed the Sunset Islands 3 & 4 Homeowners Association ("HOA") to proceed with the election requirement imposed by the City Commission in or about 2002, which requires that, as a condition precedent to the final establishment of the proposed special assessment district, at least sixty percent (60%) of the benefitted property owners within such district vote in favor of its establishment and of the levy of special assessments to fund the costs of the relocation underground of overhead utilities.

Pursuant to Resolution No. 2012-27842, a special mail ballot election (the "Election") was held to determine whether at least 60% of the property owners approved the creation of the District. Eighty-one percent (81%) of the homeowners on Sunset Islands 3 & 4 voted in favor of funding the placement underground of overhead utilities through the creation, by the City Commission, of a special assessment district. Chapter 170, Florida Statutes, authorizes the City to create a special assessment district to fund the undergrounding of electrical (FPL), telephone (AT&T), and cable television (Atlantic Broadband) services, pursuant to voluntary agreement with the utilities.

On October 14, 2015, the Mayor and City Commission adopted Resolution No. 2015-29180, creating, pursuant to chapter 170, Florida Statutes, a special assessment district to be known as the Sunset Islands 3 & 4 Utility Improvement District, for a term of ten (10) years, to fund the placement underground of overhead utilities on Sunset Islands 3 & 4, at an estimated cost of $2,412,397.70.

On October 21, 2015, the Mayor and City Commission adopted Resolution No. 2015-29193 setting a public hearing for December 9, 2015 at 11:00 a.m. for the owners of the properties to be assessed within the proposed Sunset Islands 3 & 4 Utility Improvement District. Following the public hearing, the Mayor and City Commission shall make a final decision on whether to levy the special assessments. Thereafter, the Mayor and City Commission shall meet as an equalizing board to hear and consider any and all complaints as to the special assessments, and shall adjust and equalize the assessments on a basis of justice and right.

When so equalized and approved by Resolution of the Mayor and City Commission, a final assessment roll shall be filed with the Office of the City Clerk, and such assessments shall stand confirmed and remain legal, valid, and binding first liens upon the property against such assessments are made until paid.

Florida Power & Light, AT&T, and Atlantic Broadband have all submitted their design documents, including plans, specifications, binding cost estimates, and agreements, to the City. The City must execute all agreements and pay the respective utility company for all work, in order to complete the placement underground of electrical, telephone, and cable television services on Sunset Islands 3 & 4 by February 28, 2016.

Following adoption of a Resolution accepting the public portion of the project (i.e., installation by the utilities of all wiring and systems, except for connections to private properties) as complete, the City may begin collecting special assessments from the property owners.

The cost of the undergrounding project is based on the binding estimates that the City has received from the respective utility companies (FPL, AT&T, and Atlantic Broadband). The total cost associated with the undergrounding of the franchise utilities includes the amounts set forth in the binding estimates; costs for the City's contractor to install the conduits and related components; project management fees; financing costs; and the City's administrative costs.

Pursuant to the Memorandum of Understanding, dated April 20, 2012, between the City and the HOA, the City shall fund the project management fees and the City's administrative fees. The costs of performing the Improvements, including the installation of conduits, and finance costs shall be funded with special assessments.

Pursuant to the Florida Power & Light Electric Tariff, the City is required to grant Florida Power & Light any easements necessary to accommodate the requested underground facilities.

The Administration recommends approval of the resolutions.

Financial Information:		Amount	Account
Funds:	1		
	2		
OBPI	Total		

Financial Impact Summary: N/A

City Clerk's Office Legislative Tracking:

Department Director	Assistant City Manager	City Manager
DM	ETC	JLM

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MIAMIBEACH

AGENDA ITEM R7F

DATE 12-9-15

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: December 9, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA APPROVING, FOLLOWING A DULY NOTICED PUBLIC HEARING PURSUANT TO SECTIONS 170.07 AND 170.08, FLORIDA STATUTES, THE FINAL ASSESSMENT ROLL FOR THE SPECIAL ASSESSMENT DISTRICT KNOWN AS THE SUNSET ISLANDS 3 & 4 UTILITY IMPROVEMENT DISTRICT, AND CONFIRMING SUCH ASSESSMENTS AS LEGAL, VALID, AND BINDING FIRST LIENS UPON THE PROPERTY AGAINST WHICH SUCH ASSESSMENTS ARE MADE UNTIL PAID.**

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, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, AN EASEMENT AGREEMENT WITH FLORIDA POWER & LIGHT, AS WELL AS AGREEMENTS WITH FLORIDA POWER & LIGHT IN THE AMOUNT OF $939,915, AN AGREEMENT WITH AT&T IN THE AMOUNT OF $169,056, AND AN AGREEMENT WITH ATLANTIC BROADBAND IN THE AMOUNT OF $82,626, FOR THE PLACEMENT UNDERGROUND OF OVERHEAD UTILITIES ON SUNSET ISLANDS 3 & 4; AUTHORIZING THE CITY TO FUND THE AGREEMENTS WITH THE UTILITIES, THE INSTALLATION OF CONDUITS, AND ALL FINANCING COSTS, WHICH SHALL BE FUNDED WITH SPECIAL ASSESSMENTs.

INTRODUCTION

The following Resolutions are submitted for consideration by the Mayor and City Commission: (1) a Resolution approving the final assessment roll for the special assessment district known as the Sunset Islands 3 & 4 Utility Improvement District, and (2) a Resolution approving and authorizing the Mayor to execute agreements with Florida Power & Light, AT&T, and Atlantic Broadband, for the placement underground of utilities on Sunset Islands 3 & 4, and further authorizing the City to fund the costs associated with the placement underground of overhead utilities with special assessments.

ADMINISTRATION RECOMMENDATION

The Administration recommends adopting both Resolutions.

FUNDING

Payments to Florida Power & Light for $939,915, AT&T for $169,056, and Atlantic Broadband for $82,626 will be temporarily encumbered against the City's line of credit. The City Administration does not intend to use the existing line of credit, and instead will secure a bank loan for the project, subject to approval of the Mayor and City Commission, in early 2016. No general fund revenues or reserves will be used for this project.

BACKGROUND

On February 20, 2002, the Mayor and City Commission adopted Resolution No. 2002-24761, authorizing the City Administration and City Attorney's Office to proceed with the creation of a special assessment district, pursuant to Chapter 170, Florida Statutes, for the purpose of funding the relocation underground of overhead utility lines on Sunset Islands 3 & 4 (the "District").

On February 8, 2012, the Mayor and City Commission adopted Resolution No. 2012-27842, which, among other things, approved and allowed the Sunset Islands 3 & 4 Homeowners Association ("HOA") to proceed with the election requirement imposed by the City Commission in or about 2002, which requires that, as a condition precedent to the final establishment of the proposed special assessment district, at least sixty percent (60%) of the benefitted property owners within such district vote in favor of its establishment and of the levy of special assessments to fund the costs of the relocation underground of overhead utilities.

Pursuant to Resolution No. 2012-27842, a special mail ballot election (the "Election") was held to determine whether at least 60% of the property owners approved the creation of the District. Eighty-one percent (81%) of the homeowners on Sunset Islands 3 & 4 voted in favor of funding the placement underground of overhead utilities through the creation, by the City Commission, of a special assessment district. Chapter 170, Florida Statutes, authorizes the City to create a special assessment district to fund the undergrounding of electrical (FPL), telephone (AT&T), and cable television (Atlantic Broadband) services, pursuant to voluntary agreement with the utilities.

On September 10, 2014, and pursuant to Request for Proposals No. 2014-051-SR, the Mayor and City Commission adopted Resolution No. 2014-28749, authorizing the Mayor and City Clerk to execute an agreement with Ric-Man International, Inc., for design/build services for the Neighborhood No. 8: Sunset Islands 3 & 4 Right-of-Way Infrastructure Improvements Project. The scope of services consists of right-of-way improvements, as well as the installation of conduits and related components for the future undergrounding of franchise utilities.

On October 14, 2015, the Finance and Citywide Projects Committee ("FCWPC") held a discussion regarding the establishment of a special assessment district on Sunset Islands 3 & 4 to fund the relocation underground of overhead utilities. FCWPC approved staff's recommendation to refer this item to the City Commission, to adopt the first resolution to create the special assessment district.

On October 14, 2015, the Mayor and City Commission adopted Resolution No. 2015-29180, creating, pursuant to chapter 170, Florida Statutes, a special assessment district to be known as the Sunset Islands 3 & 4 Utility Improvement District, for a term of ten (10) years, to fund the placement underground of overhead utilities on Sunset Islands 3 & 4, at an estimated cost of $2,412,397.70

PUBLIC HEARING

On October 21, 2015, the Mayor and City Commission adopted Resolution No. 2015-29193 setting a public hearing for December 9, 2015 at 11:00 a.m. for the owners of the properties to be assessed within the proposed Sunset Islands 3 & 4 Utility Improvement District or any other interested persons to be heard by the Mayor and City Commission as to the propriety and advisability of funding the placement underground of overhead utilities on Sunset Islands 3 & 4 with special assessments, as to the cost thereof, as to the manner of payment therefor, and as to the amount to be assessed against each property so improved, following which the Mayor and City Commission shall meet as an

equalizing board to hear and consider any and all complaints as to the special assessments and to adjust and equalize the assessments on a basis of justice and right.

Following the public hearing, the Mayor and City Commission shall make a final decision on whether to levy the special assessments. Thereafter, the Mayor and City Commission shall meet as an equalizing board to hear and consider any and all complaints as to the special assessments, and shall adjust and equalize the assessments on a basis of justice and right.

When so equalized and approved by Resolution of the Mayor and City Commission, a final assessment roll shall be filed with the Office of the City Clerk, and such assessments shall stand confirmed and remain legal, valid, and binding first liens upon the property against such assessments are made until paid.

ANALYSIS

The City intends to perform the placement underground of overhead utilities on Sunset Islands 3 & 4 in conjunction with the Neighborhood No. 8: Sunset Islands 3 & 4 Right-of-Way Infrastructure Improvements Project. The City's contractor, Ric-Man International, Inc., will install the conduits and related components for the undergrounding, after which and, upon completion of the City's Capital Improvement project, the respective utilities will install their wiring and systems.

Florida Power & Light, AT&T, and Atlantic Broadband have all submitted their design documents, including plans, specifications, binding cost estimates, and agreements, to the City. The agreements with FP&L, AT&T, and Atlantic Broadband are attached as Exhibits "A", "B", and "C", respectively. The City must execute all agreements and pay the respective utility company for all work, in order to complete the placement underground of electrical, telephone, and cable television services on Sunset Islands 3 & 4 by February 28, 2016.

Following adoption of a Resolution accepting the public portion of the project (i.e., installation by the utilities of all wiring and systems, except for connections to private properties) as complete, the City may begin collecting special assessments from the property owners.

COSTS

The cost of the undergrounding project is based on the binding estimates that the City has received from the respective utility companies (FPL, AT&T, and Atlantic Broadband). The total cost associated with the undergrounding of the franchise utilities includes the amounts set forth in the binding estimates; costs for the City's contractor to install the conduits and related components; project management fees; financing costs; and the City's administrative costs.

Pursuant to the Memorandum of Understanding, dated April 20, 2012, between the City and the HOA, the City agrees to fund the District costs internal to the City, which are the project management fees and the City's administrative fees. The costs of performing the Improvements, including the installation of conduits, and finance costs shall be funded with this special assessment.

The total proposed special assessment has been reduced by the amount of the design deposits paid by the HOA, as set forth in the table below. The costs are broken down as follows:

Utility Company	**Construction Cost**	**Design Deposit paid by HOA**	**Remaining**
FPL	$ 939,915.00	($ 9,020.00)	$ 930,895.00
ATT	$ 177,056.00	($ 8,000.00)	$ 169,056.00
ABB	$ 82,626.00		$ 82,626.00
	$1,191,597.00	($17,020.00)	$1,174,577.00
City's Cost to Install Conduits(including material testing)			$ 349,425.00
Financing & Processing Costs			$ 880,395.70
Total Cost			$2,412,397.70

Each property owner will bear the additional cost associated with the connection of the undergrounded utility systems to each private property. Therefore, such additional costs are excluded from the estimated costs set forth above.

FPL Easement

Pursuant to the Florida Power & Light Electric Tariff, the City is required to grant Florida Power & Light any easements necessary to accommodate the requested underground facilities.

CONCLUSION

The Administration recommends adopting the Resolutions.

Attachments:

Exhibit A (Composite) – Agreements with FPL:
- Undergrounding Facility Conversion Agreement-Government Adjustment Factor Waiver
- City/County Right-Of Way Agreement For Underground Conversions (WR#3085435 & 3085349)
- Applicant-Installed Facilities Agreement for Underground Conversions (WR#3085435 & 3085349)
- Easement Agreement

Exhibit B – Agreement with AT&T

Exhibit C – Agreement with Atlantic Broadband

JM/ETC/DM

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA APPROVING, FOLLOWING A DULY NOTICED PUBLIC HEARING PURSUANT TO SECTIONS 170.07 AND 170.08, FLORIDA STATUTES, THE FINAL ASSESSMENT ROLL FOR THE SPECIAL ASSESSMENT DISTRICT KNOWN AS THE SUNSET ISLANDS 3 & 4 UTILITY IMPROVEMENT DISTRICT, AND CONFIRMING SUCH ASSESSMENTS AS LEGAL, VALID, AND BINDING FIRST LIENS UPON THE PROPERTY AGAINST WHICH SUCH ASSESSMENTS ARE MADE UNTIL PAID.

WHEREAS, Chapter 170, Florida Statutes, authorizes any municipality to levy special assessments to pay for the relocation of utilities, including the placement underground of electrical, telephone, and cable television services, pursuant to voluntary agreement with the respective utilities; and

WHEREAS, presently, on Sunset Islands 3 & 4, utility lines and equipment for electrical, telephone, and cable television services are located overhead; and

WHEREAS, the residents of Sunset Islands 3 & 4 have expressed a desire to relocate such utilities underground; and

WHEREAS, the relocation underground of utilities protects utility services during severe weather conditions, and enhances the aesthetic appearance of neighborhoods; and

WHEREAS, pursuant to Resolution No. 2002-24761, adopted on February 20, 2002, the City Administration and City Attorney's Office have worked with the Sunset Islands 3 & 4 Homeowners Association ("HOA") to proceed with the creation of a special assessment district to fund the placement underground of electrical, telephone, and cable television services (the "District"); and

WHEREAS, on February 8, 2012, the Mayor and City Commission adopted Resolution No. 2012-27842, which, among other things, approved and allowed the HOA to proceed with the election requirement imposed by the City Commission in or about 2002, which requires that, as a condition precedent to the final establishment of the proposed District, at least sixty percent (60%) of the benefited property owners within such District vote in favor of its establishment and of the levy of special assessments to fund the costs of the relocation underground of overhead utilities; and

WHEREAS, pursuant to Resolution No. 2012-27842, a special mail ballot election (the "Election") was held to determine whether at least 60% of the property owners approved the creation of the District; and

WHEREAS, 81% of property owners voted in favor of the proposed District; 96 votes were cast in favor of the creation of the District, 6 votes were cast in opposition to the creation of the District, 1 ballot was returned without a vote, and 15 ballots were not returned; and

WHEREAS, the special assessments levied within the proposed District shall be used to fund the placement underground of electrical, telephone, and cable television services (the "Improvements"); and

WHEREAS, on October 14, 2015, the Mayor and City Commission adopted Resolution No. 2015-29180, which created, pursuant to Chapter 170 of the Florida Statutes, a special assessment district to be known as the "Sunset Islands 3 & 4 Utility Improvement District," for a term of ten (10) years, to fund the placement underground of utilities on Sunset Islands 3 & 4, at an estimated cost of $2,412,398; and

WHEREAS, pursuant to Sections 170.07 and 170.08, Florida Statutes, the Mayor and City Commission held a duly noticed public hearing on December 9, 2015 at 11:00 a.m. for the owners of the property to be assessed or any other interested persons to appear before the Mayor and City Commission and be heard as to the propriety and advisability of making such improvements, as to the cost thereof, as to the manner of payment therefor, and as to the amount thereof to be assessed against each property so improved; and

WHEREAS, following the testimony, the Mayor and City Commission voted to levy the special assessments; and

WHEREAS, thereafter, pursuant to Section 170.08, Florida Statutes, the City Commission met as an equalizing board to hear and consider any and all complaints as to the special assessments and to adjust and equalize the assessments on a basis of justice and right, following which the Mayor and City Commission approved the final assessment roll; and

WHEREAS, the final assessment roll for the District is attached hereto and incorporated herein as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that, following a duly noticed public hearing held on December 9, 2015 at 11:00 a.m. pursuant to Sections 170.07 and 170.08, Florida Statutes, the Mayor and City Commission hereby approve the final assessment roll for the special assessment district known as the Sunset Islands 3 & 4 Utility Improvement District, and confirm such assessments as legal, valid, and binding first liens upon the property against which such assessments are made until paid.

PASSED and **ADOPTED** this ____ day of _____, 2015.

_____
Philip Levine
Mayor

ATTEST:

_____
Rafael E. Granado
City Clerk

F:\ATTO\KALN\RESOLUTIONS\Sunset 3 & 4 Final Assessment Roll.docx

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney — Date 11/24/15

NK

EXHIBIT "A"

PRELIMINARY ASSESSMENT ROLL

SUNSET ISLANDS 3 & 4

Total of 118 properties

EACH PROPERTY SHALL HAVE THE OPTION OF A ONE-TIME PAYMENT OF $16,500.00, OR TEN (10) ANNUAL INSTALLMENT OF $2,200.00.

NO	UnitFolio	Site Address	Site City	Site Zip
1	0232280011810	1825 W 24 ST	Miami Beach	33140-4530
2	0232280011860	2120 BAY AVE	Miami Beach	33140-4534
3	0232280011820	1821 W 24 ST	Miami Beach	33140-4530
4	0232270100360	1530 W 21 ST	Miami Beach	33140-4505
5	0232280011970	1541 W 22 ST	Miami Beach	33140-4510
6	0232280011600	1700 W 24 ST	Miami Beach	33140-4529
7	0232280011730	1826 W 23 ST	Miami Beach	33140-4521
8	0232280012200	1443 W 21 ST	Miami Beach	33140-4502
9	0232280011440	1501 W 24 ST	Miami Beach	33140-4524
10	0232270100160	2323 LAKE AVE	Miami Beach	33140-4539
11	0232280012110	1535 W 21 ST	Miami Beach	33140-4504
12	0232280012060	1616 W 22 ST	Miami Beach	33140-4513
13	0232270100230	2121 LAKE AVE	Miami Beach	33140-4538
14	0232270100400	1610 W 21 ST	Miami Beach	33140-4507
15	0232280011480	1405 W 24 ST	Miami Beach	33140-4522
16	0232280012120	2111 LUCERNE AVE	Miami Beach	33140-4541
17	0232280012180	2130 REGATTA AVE	Miami Beach	33140-4544
18	0232280011920	1649 W 22 ST	Miami Beach	33140-4512
19	0232280012070	2120 LUCERNE AVE	Miami Beach	33140-4542
20	0232280011651	2288 SUNSET DR	Miami Beach	33140-4546
21	0232270100320	1450 W 21 ST	Miami Beach	33140-4503
22	0232280011930	1645 W 22 ST	Miami Beach	33140-4512
23	0232280012010	1621 W 21 ST	Miami Beach	33140-4506
24	0232270100240	2111 LAKE AVE	Miami Beach	33140-4538
25	0232280011410	1611 W 24 ST	Miami Beach	33140-4526
26	0232280011880	2122 BAY AVE	Miami Beach	33140-4534
27	0232280011530	1440 W 23 ST	Miami Beach	33140-4515
28	0232270100260	2001 LAKE AVE	Miami Beach	33140-4555
29	0232280012080	1501 W 21 ST	Miami Beach	33140-4504
30	0232270100340	1500 W 21 ST	Miami Beach	33140-4505
31	0232280011680	1730 W 23 ST	Miami Beach	33140-4519
32	0232280011800	1833 W 24 ST	Miami Beach	33140-4530
33	0232270100250	2095 LAKE AVE	Miami Beach	33140-4555
34	0232280011500	1400 W 23 ST	Miami Beach	33140-4515
35	0232280011310	1531 W 23 ST	Miami Beach	33140-4516
36	0232280011360	1434 W 24 ST	Miami Beach	33140-4523
37	0232280012100	1525 W 21 ST	Miami Beach	33140-4504
38	0232280012170	1510 W 22 ST	Miami Beach	33140-4511
39	0232280011850	1727 W 24 ST	Miami Beach	33140-4528
40	0232270100410	1620 W 21 ST	Miami Beach	33140-4507
41	0232280011430	1525 W 24 ST	Miami Beach	33140-4524
42	0232270100190	2301 LAKE AVE	Miami Beach	33140-4539

SUNSET ISLANDS 3 & 4

Total of 118 properties

EACH PROPERTY SHALL HAVE THE OPTION OF A ONE-TIME PAYMENT OF $16,500.00, OR TEN (10) ANNUAL INSTALLMENT OF $2,200.00.

NO	UnitFolio	Site Address	Site City	Site Zip
43	0232280012290	1401 W 22 ST	Miami Beach	33140-4508
44	0232280011710	1800 W 23 ST	Miami Beach	33140-4521
45	0232280011630	1830 W 24 ST	Miami Beach	33140-4531
46	0232280011370	1410 W 24 ST	Miami Beach	33140-4523
47	0232280012230	2121 REGATTA AVE	Miami Beach	33140-4543
48	0232270100220	2125 LAKE AVE	Miami Beach	33140-4538
49	0232280011540	1500 W 23 ST	Miami Beach	33140-4517
50	0232270100140	2345 LAKE AVE	Miami Beach	33140-4539
51	0232280011640	1800 W 24 ST	Miami Beach	33140-4531
52	0232280011750	1844 W 23 ST	Miami Beach	33140-4521
53	0232280012150	1530 W 22 ST	Miami Beach	33140-4511
54	0232270100170	2315 LAKE AVE	Miami Beach	33140-4539
55	0232280012090	1515 W 21 ST	Miami Beach	33140-4504
56	0232280012000	2110 LUCERNE AVE	Miami Beach	33140-4542
57	0232280012160	1520 W 22 ST	Miami Beach	33140-4511
58	0232270100390	1600 W 21 ST	Miami Beach	33140-4507
59	0232280011450	1441 W 24 ST	Miami Beach	33140-4522
60	0232270100430	1630 W 21 ST	Miami Beach	33140-4507
61	0232280011620	1831 W 23 ST	Miami Beach	33140-4520
62	0232270100210	2131 LAKE AVE	Miami Beach	33140-4538
63	0232270100310	1440 W 21 ST	Miami Beach	33140-4503
64	0232280012040	2131 BAY AVE	Miami Beach	33140-4533
65	0232270100300	1430 W 21 ST	Miami Beach	33140-4503
66	0232280012210	2111 REGATTA AVE	Miami Beach	33140-4543
67	0232280012140	2121 LUCERNE AVE	Miami Beach	33140-4541
68	0232280011470	1415 W 24 ST	Miami Beach	33140-4522
69	0232270100330	1460 W 21 ST	Miami Beach	33140-4503
70	0232280011330	1500 W 24 ST	Miami Beach	33140-4525
71	0232280011380	2300 LAKE AVE	Miami Beach	33140-4540
72	0232280012240	1420 W 22 ST	Miami Beach	33140-4509
73	0232280012280	1431 W 22 ST	Miami Beach	33140-4508
74	0232280012270	1433 W 22 ST	Miami Beach	33140-4508
75	0232280011510	1420 W 23 ST	Miami Beach	33140-4515
76	0232280011960	1617 W 22 ST	Miami Beach	33140-4512
77	0232280011715	1818 W 23 ST	Miami Beach	33140-4521
78	0232280012220	2120 SUNSET DR	Miami Beach	33140-4562
79	0232280011610	2300 SUNSET DR	Miami Beach	33140-4548
80	0232280011460	1431 W 24 ST	Miami Beach	33140-4522
81	0232280012190	1401 W 21 ST	Miami Beach	33140-4502
82	0232280011830	1775 W 24 ST	Miami Beach	33140-4528
83	0232280012050	1630 W 22 ST	Miami Beach	33140-4513
84	0232280011690	1750 W 23 ST	Miami Beach	33140-4519

SUNSET ISLANDS 3 & 4

Total of 118 properties

EACH PROPERTY SHALL HAVE THE OPTION OF A ONE-TIME PAYMENT OF $16,500.00, OR TEN (10) ANNUAL INSTALLMENT OF $2,200.00.

NO	UnitFolio	Site Address	Site City	Site Zip
85	0232270100280	1410 W 21 ST	Miami Beach	33140-4503
86	0232280011740	1836 W 23 ST	Miami Beach	33140-4521
87	0232280011910	2142 BAY AVE	Miami Beach	33140-4534
88	0232270100150	2335 LAKE AVE	Miami Beach	33140-4539
89	0232280011400	1621 W 24 ST	Miami Beach	33140-4526
90	0232280011340	1505 W 23 ST	Miami Beach	33140-4516
91	0232280011580	1745 W 23 ST	Miami Beach	33140-4518
92	0232280011780	2324 BAY AVE	Miami Beach	33140-4535
93	0232280011550	1510 W 23 ST	Miami Beach	33140-4517
94	0232280011890	2130 BAY AVE	Miami Beach	33140-4534
95	0232270100290	1420 W 21 ST	Miami Beach	33140-4503
96	0232280011320	1530 W 24 ST	Miami Beach	33140-4525
97	0232280011590	1750 W 24 ST	Miami Beach	33140-4529
98	0232280011420	1601 W 24 ST	Miami Beach	33140-4526
99	0232280011350	1441 W 23 ST	Miami Beach	33140-4514
100	0232280011300	1600 W 24 ST	Miami Beach	33140-4527
101	0232280011990	1515 W 22 ST	Miami Beach	33140-4510
102	0232280011770	2312 BAY AVE	Miami Beach	33140-4535
103	0232280011790	1839 W 24 ST	Miami Beach	33140-4530
104	0232280011840	1745 W 24 ST	Miami Beach	33140-4528
105	0232280011940	1635 W 22 ST	Miami Beach	33140-4512
106	0232280011980	1531 W 22 ST	Miami Beach	33140-4510
107	0232270100350	1520 W 21 ST	Miami Beach	33140-4505
108	0232270100370	1540 W 21 ST	Miami Beach	33140-4505
109	0232280011900	2138 BAY AVE	Miami Beach	33140-4534
110	0232280012260	2201 SUNSET DR	Miami Beach	33140-4545
111	0232270100200	2135 LAKE AVE	Miami Beach	33140-4538
112	0232280011560	2277 SUNSET DR	Miami Beach	33140-4545
113	0232280011290	2301 SUNSET DR	Miami Beach	33140-4547
114	0232270100380	1550 W 21 ST	Miami Beach	33140-4505
115	0232280011390	1717 W 24 ST	Miami Beach	33140-4528
116	0232280011660	1710 W 23 ST	Miami Beach	33140-4519
117	0232270100180	2305 LAKE AVE	Miami Beach	33140-0000
118	0232280011760	2300 BAY AVE	Miami Beach	33140-4535

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, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, AN EASEMENT AGREEMENT WITH FLORIDA POWER & LIGHT, AS WELL AS AGREEMENTS WITH FLORIDA POWER & LIGHT IN THE AMOUNT OF $939,915, AN AGREEMENT WITH AT&T IN THE AMOUNT OF $169,056, AND AN AGREEMENT WITH ATLANTIC BROADBAND IN THE AMOUNT OF $82,626, FOR THE PLACEMENT UNDERGROUND OF OVERHEAD UTILITIES ON SUNSET ISLANDS 3 & 4, AND AUTHORIZING THE CITY TO FUND THE AGREEMENTS WITH THE UTILITIES, THE INSTALLATION OF CONDUITS, AND ALL FINANCING COSTS, WHICH SHALL BE FUNDED WITH SPECIAL ASSESSMENTS.

WHEREAS, Chapter 170, Florida Statutes, authorizes any municipality to levy special assessments to pay for the relocation of utilities, including the placement underground of electrical, telephone, and cable television services, pursuant to voluntary agreement with the respective utilities; and

WHEREAS, presently, on Sunset Islands 3 & 4, utility lines and equipment for electrical, telephone, and cable television services are located overhead; and

WHEREAS, the residents of Sunset Islands 3 & 4 have expressed a desire to relocate such utilities underground; and

WHEREAS, the relocation underground of utilities protects utility services during severe weather conditions, and enhances the aesthetic appearance of neighborhoods; and

WHEREAS, pursuant to Resolution No. 2002-24761, adopted on February 20, 2002, the City Administration and City Attorney's Office have worked with the Sunset Islands 3 & 4 Homeowners Association ("HOA") to proceed with the creation of a special assessment district to fund the placement underground of electrical, telephone, and cable television services (the "District"); and

WHEREAS, on February 8, 2012, the Mayor and City Commission adopted Resolution No. 2012-27842, which, among other things, approved and allowed the HOA to proceed with the election requirement imposed by the City Commission in or about 2002, which requires that, as a condition precedent to the final establishment of the proposed District, at least sixty percent (60%) of the benefited property owners within such District vote in favor of its establishment and of the levy of special assessments to fund the costs of the relocation underground of overhead utilities; and

WHEREAS, pursuant to Resolution No. 2012-27842, a special mail ballot election (the "Election") was held to determine whether at least 60% of the property owners approved the creation of the District; and

WHEREAS, 81% of property owners voted in favor of the proposed District; 96 votes were cast in favor of the creation of the District, 6 votes were cast in opposition to the creation of the District, 1 ballot was returned without a vote, and 15 ballots were not returned; and

WHEREAS, the special assessments levied within the proposed District shall be used to fund the placement underground of electrical, telephone, and cable television services (the "Improvements"); and

WHEREAS, on October 14, 2015, the Mayor and City Commission adopted Resolution No. 2015-29180, which created, pursuant to Chapter 170 of the Florida Statutes, a special assessment district to be known as the "Sunset Islands 3 & 4 Utility Improvement District," for a term of ten (10) years, to fund the placement underground of utilities on Sunset Islands 3 & 4, at an estimated cost of $2,412,398; and

WHEREAS, on December 9, 2015, the Mayor and City Commission adopted Resolution No. 2015-_____, which approved, following a duly noticed public hearing pursuant to Sections 170.07 and 170.08, Florida Statutes, the final assessment roll for the District, and confirmed such assessments as legal, valid, and binding first liens upon the property against which assessments are made until paid; and

WHEREAS, the City intends to perform the Improvements in conjunction with the City's Neighborhood No. 8: Sunset Islands 3 & 4 Right-of-Way Infrastructure Improvements Project; and

WHEREAS, Florida Power & Light, AT&T, and Atlantic Broadband have all submitted their respective design documents to the City, including plans, specifications, binding cost estimates, and agreements; and

WHEREAS, pursuant to the Florida Power & Light Electric Tariff, the City is required to grant Florida Power & Light any easements necessary to accommodate the requested underground facilities; and

WHEREAS, the agreements with Florida Power & Light, AT&T, and Atlantic Broadband are attached hereto as Exhibits "A", "B", and "C", respectively; and

WHEREAS, by February 28, 2016, the City must execute the attached agreements and pay the respective utilities for all work, in order to complete the placement underground of electrical, telephone, and cable television services on Sunset Islands 3 & 4; and

WHEREAS, the costs of performing the Improvements, including the agreements with the utilities, the installation of conduits, and all financing costs, shall be funded with special assessments; and

WHEREAS, pursuant to the Memorandum of Understanding, dated April 20, 2012, between the City and the HOA, the City agrees to fund the District costs internal to the City, which are the project management fees and the City's administrative fees.

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, in a form acceptable to the City Attorney, an easement agreement with Florida Power & Light, as well as agreements with Florida Power & Light in the amount of $939,915, an agreement with AT&T in the amount of $169,056, and an agreement with Atlantic Broadband in the amount of $82,626, for the placement underground of utilities on Sunset Islands 3 & 4, and authorize the City to fund the agreements with the utilities, the installation of conduits, and all financing costs, which shall be funded with special assessments.

PASSED and **ADOPTED** this _____ day of _____, 2015.

ATTEST:

_____	_____
Rafael E. Granado City Clerk	Philip Levine Mayor

T:\AGENDA\2015\December\CIP\Sunset Island 3 & 4\Sunset 3 & 4 Utility Undergrounding Resolution.docx

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney Date 12/2/15

NK

Work Request No. _____

Sec.__, Twp __ S, Rge __ E

Parcel I.D._____
(Maintained by County Appraiser)

UNDERGROUND EASEMENT (BUSINESS)

This Instrument Prepared By
Name: _____
Co. Name: _____
Address: _____
_____

Reserved for Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

_____
(Witness' Signature)

Print Name: _____
(Witness)

_____
(Witness' Signature)

Print Name: _____
(Witness)

Entity Name

By: _____

Print Name: _____

Print Address: _____

_____

STATE OF _____ AND COUNTY OF _____. The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the _____ of _____ a _____, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:

_____
Notary Public, Signature

Print Name _____

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

_____ 12-1-15
City Attorney **Date**

NK

UNDERGROUND FACILITIES CONVERSION AGREEMENT – GOVERNMENTAL ADJUSTMENT FACTOR WAIVER

This Agreement is made and entered into this ____ day of _____, 20_____, by and between CITY OF MIAMI BEACH ("Local Government Applicant"), a Florida municipal corporation or county with an address of 1700 Convention Center Drive, Miami Beach, FL 33139 and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WHEREAS, the Local Government Applicant has requested that FPL convert certain overhead electric distribution facilities located within the following boundaries (the "Conversion"):
Sunset #3 & #4 Islands located in Miami Beach, FL (collectively, the "Existing Overhead Facilities") to underground facilities, including transformers, switch cabinets and other appurtenant facilities installed above ground as set forth in Attachment A hereof (collectively, the "Underground Facilities", WR # 3085435 & 3085439).

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein, and other consideration the sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby covenant and agree as follows:

1. **Governmental Adjustment Factor Waiver ("GAF Waiver") Eligibility Criteria.** The Local Government Applicant represents and warrants that it meets the following eligibility criteria for the Conversion:
   a. In order for the Conversion to incorporate a sufficient amount of overhead facilities to provide electrical continuity, the Conversion must include a minimum of approximately 3 pole line miles or approximately 200 detached dwelling units within contiguous or closely proximate geographic areas (the "Conversion Area"). The Conversion may be completed in mutually agreed upon phases, with the project size minimums applying to the aggregate project – provided that any necessary subsequent phase begins within a 1 year period from completion of the prior phase and the minimums are met within, at most, 3 phases; and
   b. The Local Government Applicant must require all customers within the Conversion Area who currently have overhead service directly from the Existing Overhead Facilities to convert their service entrances to underground within 6 months of completion of the Underground Facilities installation or each phase thereof; and
   c. The Local Government Applicant must be willing and able to execute a right of way ("ROW") agreement with FPL if the Local Government Applicant requests that facilities be placed in the ROW; and
   d. For any affected laterals, the complete lateral must be converted, including all stages of any multi-stage lateral; and
   e. The Local Government Applicant must demonstrate to the reasonable satisfaction of FPL that the sum of the GAF Waiver credit plus any federal or state funds that the Local Government Applicant is able to use to support the Conversion does not exceed the otherwise applicable CIAC as calculated before application of the GAF Waiver.

   Special Circumstances. Conversions which do not meet the project size minimums described in section 1.a are eligible for the GAF Waiver in the following special circumstances:
      i. 100% of the Existing Overhead Facilities within the Local Government Applicant's corporate limits are to be converted, but are less than the pole line mileage or dwelling unit minimums; or
      ii. A single lateral that serves at least one Critical Infrastructure Facility as determined by the appropriate local agency with the mutual agreement of FPL; or
      iii. An island or peninsula where 100% of the Existing Overhead Facilities are to be converted; or

(Continued on Sheet No. 9.726)

(Continued from Sheet No. 9.725)

iv. When the aggregate size of the first 3 phases of a project would satisfy the minimum size criteria but, for mutually-agreed engineering or logistical reasons, those phases are non-contiguous; provided that (a) the next (4th) phase must be adjacent to one or more of the first 3 phases such that the combined contiguous area meets the minimum size criteria, and (b) this 4th phase begins within 1 year from completion of the 3rd phase.

2. **Contribution-in-Aid-of-Construction (CIAC).** The Local Government Applicant shall pay FPL a CIAC as required by FPL's Electric Tariff and Section 25-6.115 of the Florida Administrative Code with the Otherwise Applicable CIAC amount reduced by the GAF Waiver.

i.	Otherwise Applicable CIAC	$ 939,915	
ii.	GAF Waiver	$ 320,085	
iii.	**CIAC Due**	**$ 619,830**	**(Cust. performs some work – C&C)**

In the event the actual cost of the Conversion exceeds the estimate, the Otherwise Applicable CIAC shall be adjusted by the lesser of (a) the difference between the actual cost of the Conversion and the estimate, or (b) 10% of the Otherwise Applicable CIAC identified above. The GAF Waiver shall also be adjusted accordingly and the Local Government Applicant shall pay FPL the resulting difference in the amount of the CIAC Due.

3. **Applicant-Installed Facilities.** The Local Government Applicant may, upon entering into an applicant-installed facilities agreement satisfactory to FPL, construct and install all or a portion of the Underground Facilities. Such work must meet FPL's construction standards and FPL will own and maintain the completed facilities. The Local Government Applicant agrees to rectify any deficiencies, found by FPL, prior to the connection of any customers to the Underground Facilities and the removal of the Existing Overhead Facilities.

4. **Compliance with Tariff.** The Local Government Applicant agrees to comply with and abide by the requirements, terms, and conditions of FPL's Electric Tariff.

5. **Timing of Conversion.** Upon compliance by the Local Government Applicant with the requirements, terms, and conditions of FPL's Electric Tariff, this Agreement and any other applicable agreements, FPL will proceed in a timely manner with the Conversion in accordance with the construction drawings and specifications set forth in Attachment A hereof.

6. **Relocation.** In the event that the Underground Facilities are part of, or are for the purposes of, relocation, then this Agreement shall be an addendum to the relocation agreement between FPL and the Local Government Applicant. In the event of any conflict between the relocation agreement and this Agreement or the Electric Tariff, this Agreement and the Electric Tariff shall control.

7. **Term.** This Agreement shall remain in effect for as long as FPL or any successor or assign owns or operates the Underground Facilities.

8. **GAF Waiver Repayment.** If the Local Government Applicant does not satisfy the relevant eligibility criteria, the Local Government Applicant shall repay the GAF Waiver within 30 days of written notice from FPL of such failure. Additionally, if at any point within 30 years of completion of the Underground Facilities installation, the Local Government Applicant elects to have electric service within the Conversion Area supplied by a provider other than FPL, the Local Government Applicant shall repay FPL a pro-rata share of the GAF Waiver. The pro-rata share (which shall reflect partial years) shall be determined as follows:

GAF Waiver * [(30 – years since the Underground Facilities completion date) / 30]

(Continued on Sheet No. 9.727)

(Continued from Sheet No. 9.726)

9. **Termination Prior to the Conversion Completion.** Failure by the Local Government Applicant to comply with any of the requirements, terms, or conditions of this Agreement or FPL's Electric Tariff shall result in termination of this Agreement. The Local Government Applicant may terminate this Agreement at any time prior to the start of the Conversion and the CIAC paid by the Local Government Applicant will be refunded to the Local Government Applicant; provided however, that the refund of the CIAC shall be offset by any costs incurred by FPL in performing under the Agreement up to the date of termination.

10. **Assignment.** The Local Government Applicant shall not assign this Agreement without the written consent of FPL.

11. **Adoption and Recording.** This Agreement shall be adopted by the Local Government Applicant and maintained in the official records of the Local Government Applicant for the duration of the term of this Agreement. This Agreement also shall be recorded in the Official Records of the County in which the Underground Facilities are located, in the place and in the manner in which deeds are typically recorded.

12. **Conflict between Terms of Franchise Agreement.** In the event of a conflict between the terms of this Agreement and any permit or franchise agreement entered into by Local Government Applicant and FPL, the terms of this Agreement shall control.

IN WITNESS WHEREOF, FPL and the Local Government Applicant have executed this Agreement on the date first set forth above.

CITY OF MIAMI BEACH

Signed_____

Name_____

Title_____

Signed_____

Name_____

Title_____

Approved as to Terms and Conditions

Signed_____

Name_____

Title_____

Approved as to Form and Legal Sufficiency

Signed [signature] NK

Name Raul Aguila

Title City Attorney

FLORIDA POWER & LIGHT COMPANY

Signed_____

Name_____

Title_____

Overhead to Underground Conversion - Customer Cost Sheet

Project: City of Miami Beach - Sunset Isl. #3 & #4 **Date Estimate Provided to Customer: August 28, 2015**

Customer performs some UG work - Conduit & concrete products installation

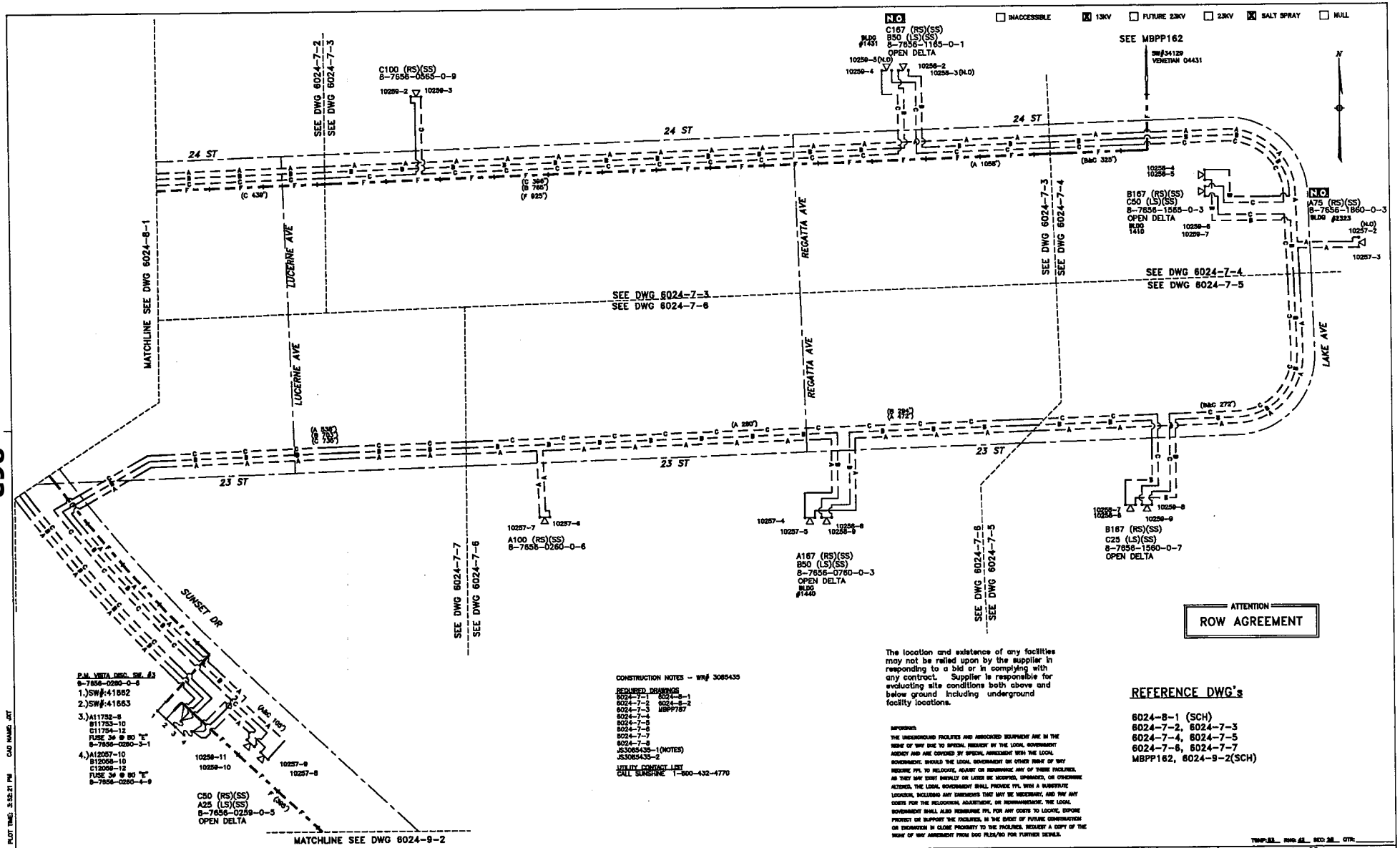
Underground Cost		
New UG Installation (+)	$1,095,586	Cost for FPL to install new underground facilities
Equivalent OH Installation (-)	($472,534)	Cost to install an overhead system at current hardening standards
Existing Overhead Cost		
OH Removal Cost & Make ready (+	$181,170	Cost for FPL to remove existing overhead facilities
Existing OH Value (+)	$123,244	Net Book Value of existing OH facilities to be removed
Operational Costs Differential (+)	$12,449	30-year Net present value of the est. operational OH / UG Diff. cost
Salvage Value (-)	$0	Credit for re-usable items
Subtotal*	**$939,915**	Total customer contribution as specified in Tariff 12.2.3
GAF	**($320,085)**	
CIAC	**$619,830**	
Engineering Deposit (-)	($9,020)	Engineering deposit previously collected
Net Due FPL	**$610,810**	Total customer contribution owed

Cost Breakdowns for Customer Contributions

	Total	Labor/Vehicle	Material	Direct Engineering, Supervision, and Support
New UG Facilities (+)	$1,095,586	$193,130	$628,712	$273,744
Credit for equivalent OH (-)	($472,534)	($183,860)	($192,183)	($96,491)
OH Removal Cost & Make ready (+	$181,170	$145,747	$2,748	$32,675
Total	**$804,222**	**$155,017**	**$439,277**	**$209,928**
Net Book Value (+)	$123,244			
Operational Costs Differential (+)	$12,449	(1.4 miles)		
Salvage Value (-)	$0			
Subtotal*	**$939,915**			
GAF	**($320,085)**			
CIAC	**$619,830**			
Engineering Deposit (-)	($9,020)			
Net Due FPL	**$610,810**			

Major Material Breakdown

	Quantity	Item
Install	31,936	Primary UG Cable (feet)
	4	UG Switch Cabinet (Vista)
	43	UG Transformer (each)
	1	Splice box for UG feeder (each)
Remove	13,840	OH Primary Conductor (feet)
	38	Poles (each)
	38	OH Transformer (each)
	0	Primary UG Cable (feet)



CONSTRUCTION NOTES - WM# 3085435

REQUIRED DRAWINGS
6024-7-1 6024-8-1
6024-7-2 6024-8-2
6024-7-3 MBPP787
6024-7-4
6024-7-5
6024-7-6
6024-7-7
6024-7-8
JS3085435-1(NOTES)
JS3085435-2

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

IMPORTANT:
THE UNDERGROUND FACILITIES AND ASSOCIATED EQUIPMENT ARE IN THE RIGHT OF WAY DUE TO SPECIAL REQUEST BY THE LOCAL GOVERNMENT AGENCY AND ARE COVERED BY SPECIAL AGREEMENT WITH THE LOCAL GOVERNMENT. SHOULD THE LOCAL GOVERNMENT OR OTHER RIGHT OF WAY REQUIRE FPL TO RELOCATE, ADJUST OR REMAINTAIN ANY OF THESE FACILITIES, AS THEY MAY EXIST INITIALLY OR LATER BE MODIFIED, UPGRADED, OR OTHERWISE ALTERED, THE LOCAL GOVERNMENT SHALL PROVIDE FPL WITH A SUBSTITUTE LOCATION, INCLUDING ANY EASEMENTS THAT MAY BE NECESSARY, AND PAY ANY COSTS FOR THE RELOCATION, ADJUSTMENT, OR REMAINTAINING. THE LOCAL GOVERNMENT SHALL ALSO REIMBURSE FPL FOR ANY COSTS TO LOCATE, EXPOSE PROTECT OR SUPPORT THE FACILITIES, IN THE EVENT OF FUTURE CONSTRUCTION OR EXCAVATION IN CLOSE PROXIMITY TO THE FACILITIES. REQUEST A COPY OF THE RIGHT OF WAY AGREEMENT FROM DOC FLDS/BO FOR FURTHER DETAILS.

ATTENTION
ROW AGREEMENT

REFERENCE DWG's

6024-8-1 (SCH)
6024-7-2, 6024-7-3
6024-7-4, 6024-7-5
6024-7-6, 6024-7-7
MBPP162, 6024-9-2(SCH)

TRNP-53 RNG 42 SEC 36 QTR:

ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085435	2	06/06/12	OH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3
	3085435	1	08/10/11	LP.C.: INST PMDS# 4 & RENUMBER LOOP 11752, 11753 11754 & ADDED LOOP# 12057, 12058, 12059
	3085435	0	06/05/09	INST. FDR, PRIMARY, P.M.D.S.#3, AND TX'S, TO SVC SUNSET ISLAND 3

AS-BUILT COPY — AS-BUILT CREW PRINT
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.

Easement? YES ☐ NO ☐
Tree Work? YES ☐ NO ☐
Map Posting? YES ☒ NO ☐
Posted by

Survey/Stake? YES ☒ NO ☐
Designer/Stake? YES ☐ NO ☐
Work with SMOT YES ☐ NO ☐
CT/Special Mtr? YES ☐ NO ☐
Trench Feet
Duct Bank Feet
CITY | DR. DIST. | COUNTY AIR | STATE RD | FAA
WMD | RR XING | COUNTY RD. | TRANSM.
Telephone Request? YES ☒ NO ☐
CATV Request? YES ☐ NO ☐

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. HEDRINGTON
DATE	06/06/12
MAP NO.	V-0255

0 N.T.S FEET

M/A CD
OH TO URD CONVERSION
SUNSET ISLAND 3
SUNSET DR. N/O W. 22ND ST
MIAMI BEACH/ MIAMI DADE CNTY, FL

DWG NO. 6024-8-2
WM# 3085435 IWO# D030-85-435

PLOT DATE: 6/19/2015 PLOT TIME: 3:52:21 PM CAD NAME: JRT

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL

N

24 ST

23 ST

BAY AVE

SHELTER AVE

SUNSET DR.

MATCHLINE SEE DWG 6024-8-2

SEE DWG 6024-7-1
SEE DWG 6024-7-2

SEE DWG 6024-7-1
SEE DWG 6024-7-8

SEE DWG 6024-7-2
SEE DWG 6024-7-7

SEE DWG 6024-7-8
SEE DWG 6024-7-7

11753-6
11753-7(N.O)
11754-8
11754-9(N.O)
C25 (LX)(SS)
B100 (RS)(SS)
8-7558-8548-0-7
N.O.
OPEN DELTA
BLDG 1830

B167 (RS)(SS)
8-7558-9868-0-6
BLDG 1828
11753-5
11753-4

C50 (RS)(SS)
8-7558-9287-0-0
BLDG 1821
11754-6
11754-7

C100 (RS)(SS)
8-7558-9768-0-0
BLDG 1740
11754-5
11754-4

A167 (LX)(SS)
B50 (RS)(SS)
8-7558-9048-0-9
OPEN DELTA
BLDG 1811
11752-2
11752-3
11752-2

(B 242')
(C 368')

(B 832')
(C 218')

(C 358')

(A&B 223')

P.M. VISTA DISC. SW. # 4
8-7555-9868-0-5
1.)SW#:40438
2.)SW#:40437
3.) A11752-1
B11753-1
C11754-1
FUSE 3# @ 80 "E"
8-7555-9868-4-8
4.) A12057-1
B12058-1
C12059-1
FUSE 3# @ 80 "E"
8-7556-9868-3-0

11754-3
11754-2
C75 (RS)(SS)
8-7558-9983-0-9

(F 510')

(A 1038')

A100 (RS)(SS)
B25 (LX)(SS)
8-7558-9160-0-3
OPEN DELTA
11753-8
11753-9

11752-6
11752-7

(A 277')
(B 502')

(C 708')
(A&B 577')

(C 538')

11752-5(N.O)
11752-4

N.O.
A100 (RS)(SS)
8-7558-8624-0-5
BLDG
#1844

11754-10
11754-11
C167 (RS)(SS)
8-7558-9360-0-5
BLDG
#1730

CONSTRUCTION NOTES – WR# 3085435

REQUIRED DRAWINGS
6024-7-1 6024-8-1
6024-7-2 6024-8-2
6024-7-3 MEPF757
6024-7-4
6024-7-5
6024-7-6
6024-7-7
6024-7-8
JS3085435-1(NOTES)
JS3085435-2

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

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IMPORTANT:
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ATTENTION
ROW AGREEMENT

REFERENCE DWG's

6651-3
6024-7-1, 6024-7-2
6024-8-2 (SCH)
6024-7-7, 6024-7-8

TWNP-53 RNG-42 SEC-28 QTR:

ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085435	2	06/08/12	OH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3
	3085435	1	06/10/11	I.P.C.: INST PMDS# 4 & RENUMBER LOOP 11752, 11753 11754 & ADDED LOOP# 12057, 12058, 12059
	3085435	0	06/06/06	INST. FDR. PRIMARY, P.M.D.S.#3, AND TX'S, TO SVC SUNSET ISLAND 3

AS-BUILT COPY — AS-BUILT CREW PRINT
Foreman's Signature — Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
Supervisor's Signature — Date
All required ground rods have been driven & verified to be within FPL Standards. Values are shown at all locations.
Foreman's Signature — Date

Easement? YES ☐ NO ☐
Tree Work? YES ☐ NO ☐
Map Posting? YES ☒ NO ☐
Posted by

Survey/Stake? YES ☒ NO ☐
Designer/Stake? YES ☐ NO ☐
Trench Feet
Telephone Request? YES ☒ NO ☐

Work with SMOV YES ☐ NO ☐
CT/Spacial Mbr? YES ☐ NO ☐
Duct Bank Feet
CATV Request? YES ☐ NO ☐

PERMIT REQ.	CITY	DR. DIST.	COUNTY AIR	STATE RD	FAA
	WMD	RR XING	COUNTY RD.	TRANSM.	

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. HEDRINGTON
DATE	06/08/12
MAP NO.	V-0285

0 N.T.S FEET

M/A CD
OH TO URD CONVERSION
SUNSET ISLAND 3
SUNSET DR. N/O W. 22ND ST
MIAMI BEACH/ MIAMI DADE CNTY, FL

DWG NO. 6024-8-1
WR# 3085435 IWO# D030-85-435

PLOT DATE: 6/20/2012 PLOT TIME: 3:06:29 PM CAD NAME: JXT

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐

SURVEY AS-BUILT NOTES

0000-00-000 MA-FB #8 PG.55 (1-3-58)

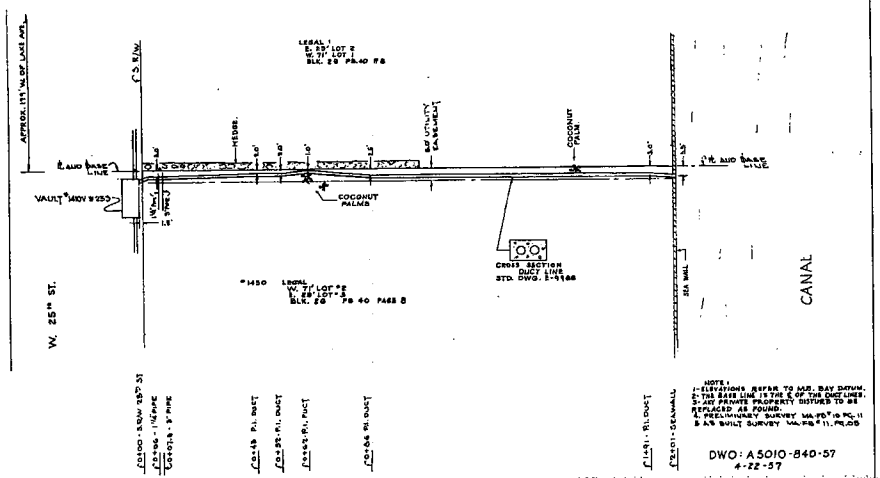
0000-00-000 MA-FB #11 PG.5 (9-20-60)

0000-00-000 MA-FB #1176 PG.41-45 (1-3-58)

CONSTRUCTION NOTES – WR# 3085435

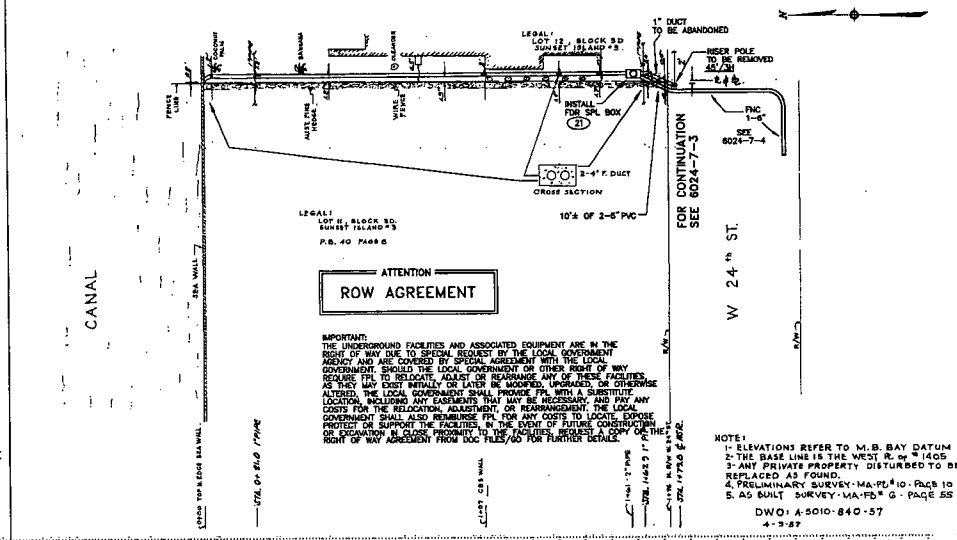
REQUIRED DRAWINGS
6024-7-1 6024-8-1
6024-7-2 6024-8-2
6024-7-3 MBPP767
6024-7-4 MBPP162
6024-7-5
6024-7-6
6024-7-7
6024-7-8
JS3085435-1(NOTES)
JS3085435-2

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770



NOTES:
1-ELEVATIONS REFER TO MB. BAY DATUM.
2-THE BASE LINE IS THE ℄ OF THE DUCT LINES.
3-ANY PRIVATE PROPERTY DISTURBED TO BE REPLACED AS FOUND.
4. PRELIMINARY SURVEY MA-FB #10 PG.11
5. AS BUILT SURVEY MA-FB #11, PG.05

DWO: A5010-840-57
4-22-57



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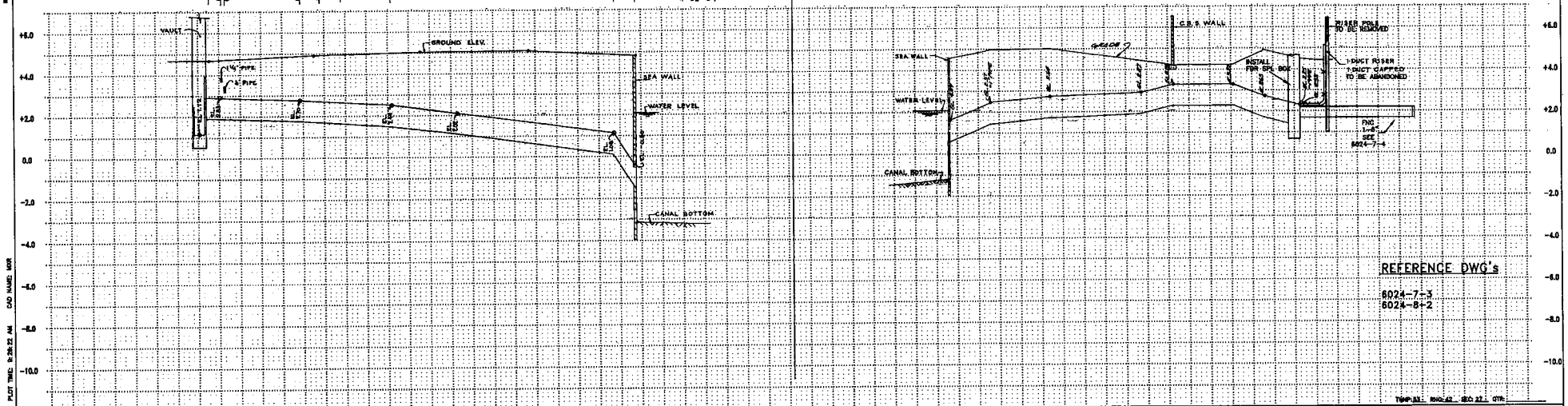
NOTE:
1- ELEVATIONS REFER TO M.B. BAY DATUM
2- THE BASE LINE IS THE WEST R. OF W 1405
3- ANY PRIVATE PROPERTY DISTURBED TO BE REPLACED AS FOUND.
4. PRELIMINARY SURVEY-MA-FB #10-PAGE 10
5. AS BUILT SURVEY-MA-FB # 6 - PAGE 55

DWO: A-5010-840-57
4-3-57



REFERENCE DWG's

6024-7-3
6024-8-2

TWP: 53 RNG: 42 SEC: 22 QTR:

ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085435	5	06/08/12	OH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3
	1900-05-883	4	03/15/99	RELOCATED PVC'S
	0000-00-000	3	03/13/92	AS BUILT
	0000-00-000	2	09/20/60	AS BUILT LEFT HALF
	0000-00-000	1	01/03/58	AS BUILT RIGHT HALF

AS-BUILT COPY — Initials / GPL Date
AS-BUILT CREW PRINT — Foreman's Signature / Date

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.

Supervisor's Signature / Date

All required ground rods have been driven & verified to be within FPL Standards. Values are shown at all locations.

Foreman's Signature / Date

Easement? YES ☐ NO ☐
Tree Work? YES ☐ NO ☐
Map Posting? YES ☒ NO ☐
Posted by

Survey/Stake? YES ☒ NO ☐
Designer/Stake? YES ☐ NO ☐
Trench Feet
Telephone Request? YES ☒ NO ☐

Work with SMO? YES ☐ NO ☐
CT/Special Mtr? YES ☐ NO ☐
Duct Bank Feet
CATV Request? YES ☐ NO ☐

PERMIT REQ'D: CITY | DR. DIST. | COUNTY AIR | STATE RD | FAA | WMD | RR XING | COUNTY RD. | TRANSM.

FPL

DESIGNED BY: M. RUIZ
DRAWN BY: R. SEEMARINE
DATE: 06/08/12
MAP NO.: V-0255

HORIZ. 0 20 40
VERT. 0 20 40

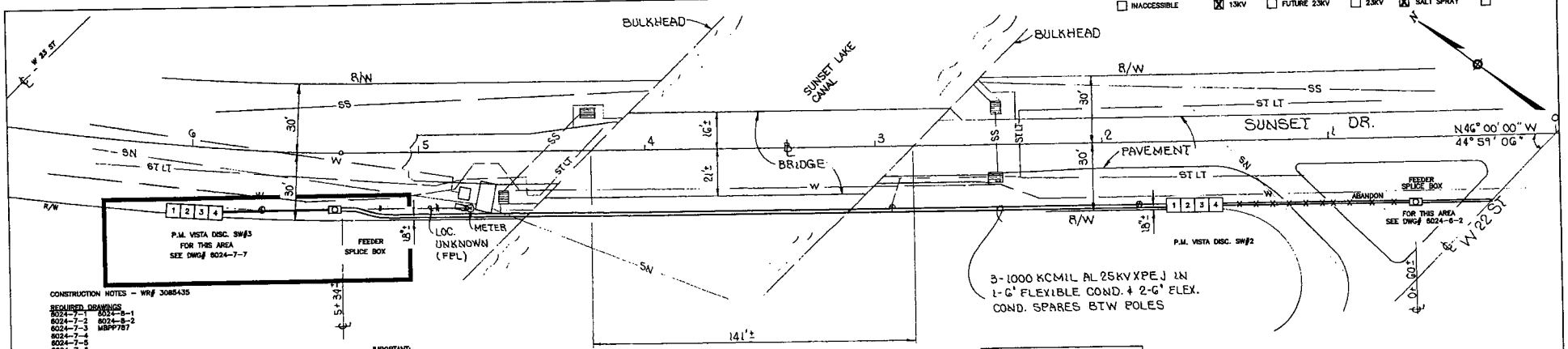
M/A: CD
MIAMI BEACH UNDERGROUND SYSTEM
V/O W 25 ST & LAKE AVE
MIAMI BEACH, FLORIDA

DWG NO. MBPP162
WR: 3085435 WR: D030-85-435

PLOT DATE: 6/26/2015 PLOT TIME: 8:26:22 AM CAD NAME: MBR

865

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐



CONSTRUCTION NOTES – WR# 3085435

REQUIRED DRAWINGS
6024-7-1 6024-8-1
6024-7-2 6024-8-2
6024-7-3 MBPP787
6024-7-4
6024-7-5
6024-7-6
6024-7-7
6024-7-8
JS3085435-1(NOTES)
JS3085435-2

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

ATTENTION
ROW AGREEMENT

IMPORTANT:
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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

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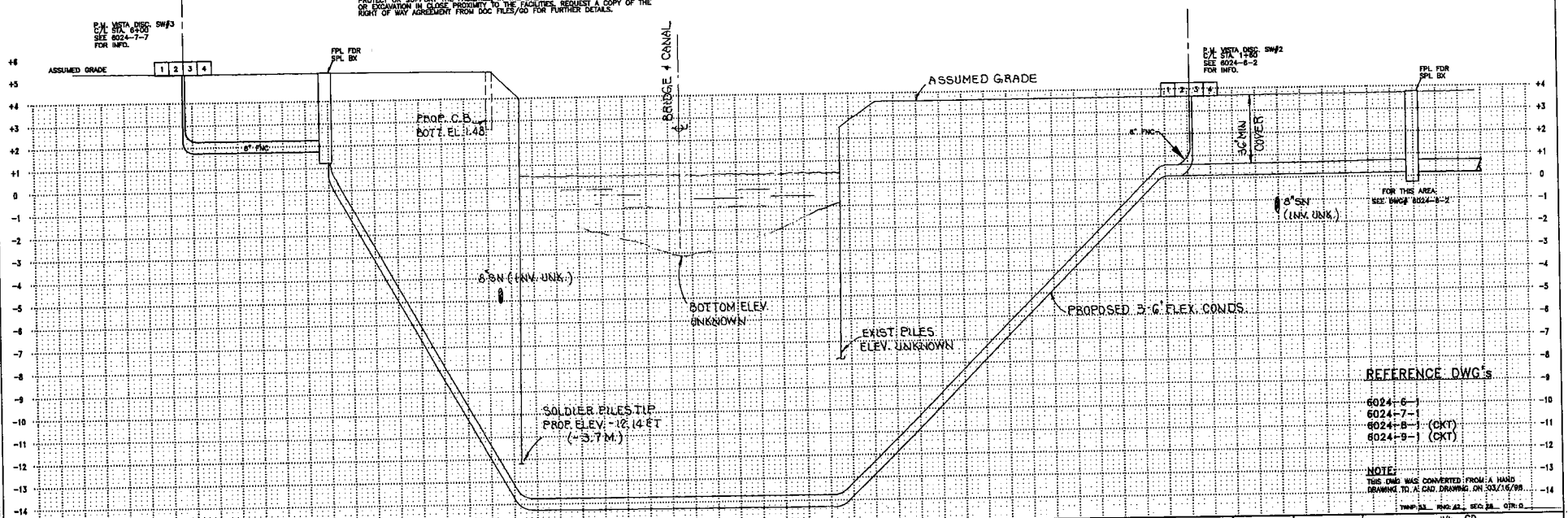


REFERENCE DWG's
6024-6-1
6024-7-1
6024-8-1 (CKT)
6024-9-1 (CKT)

NOTE:
THIS DWG WAS CONVERTED FROM A HAND DRAWING TO A CAD DRAWING ON 03/16/98

TWNP: 53 RNG: 42 SEC: 28 QTR: D

AS-BUILT	AUTH NO.	NO.	DATE	REVISION
	3085435	4	06/08/12	OH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3
	3085439	3	06/18/09	INST. FDR, PRIMARY, P.M.D.S.#1 & #2, AND TX'S, TO SVC SUNSET ISLAND 4
	3085435	2	06/18/09	INST. FDR, PRIMARY, P.M.D.S.#3, AND TX'S, TO SVC SUNSET ISLAND 3
	7224-04-883	1	12/09/98	MISC. CHANGES. ADDED SW#'S & REVISED CABLE IN CONDUIT
	7222-04-883	0	03/16/98	ORIGINAL DWG

AS-BUILT COPY — AS-BUILT CREW PRINT
Initials Crft. Date — Foreman's Signature — Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
Supervisor's Signature — Date
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.
Foreman's Signature — Date

Easement? YES ☐ NO ☐ | Survey/Stake? YES ☒ NO ☐ | Work with SMO? YES ☐ NO ☐
Tree Work? YES ☐ NO ☐ | Designer/Stake? YES ☐ NO ☐ | CT/Special Mtr? YES ☐ NO ☐
Map Posting? YES ☒ NO ☐ | Trench Feet | Duct Bank Feet
Checked by
PERMITS REQ'D: CITY | DR. DIST. | COUNTY AIR | STATE RD | FAA | WMD | RR XING | COUNTY RD. | TRANSM.
Telephone Request? YES ☒ NO ☐ | CATV Request? YES ☐ NO ☐

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEENARINE
DATE	06/08/12
MAP NO.	V-0255

HORIZ. 0 10 20 40
VERT. 0 1.0 2.0 4.0

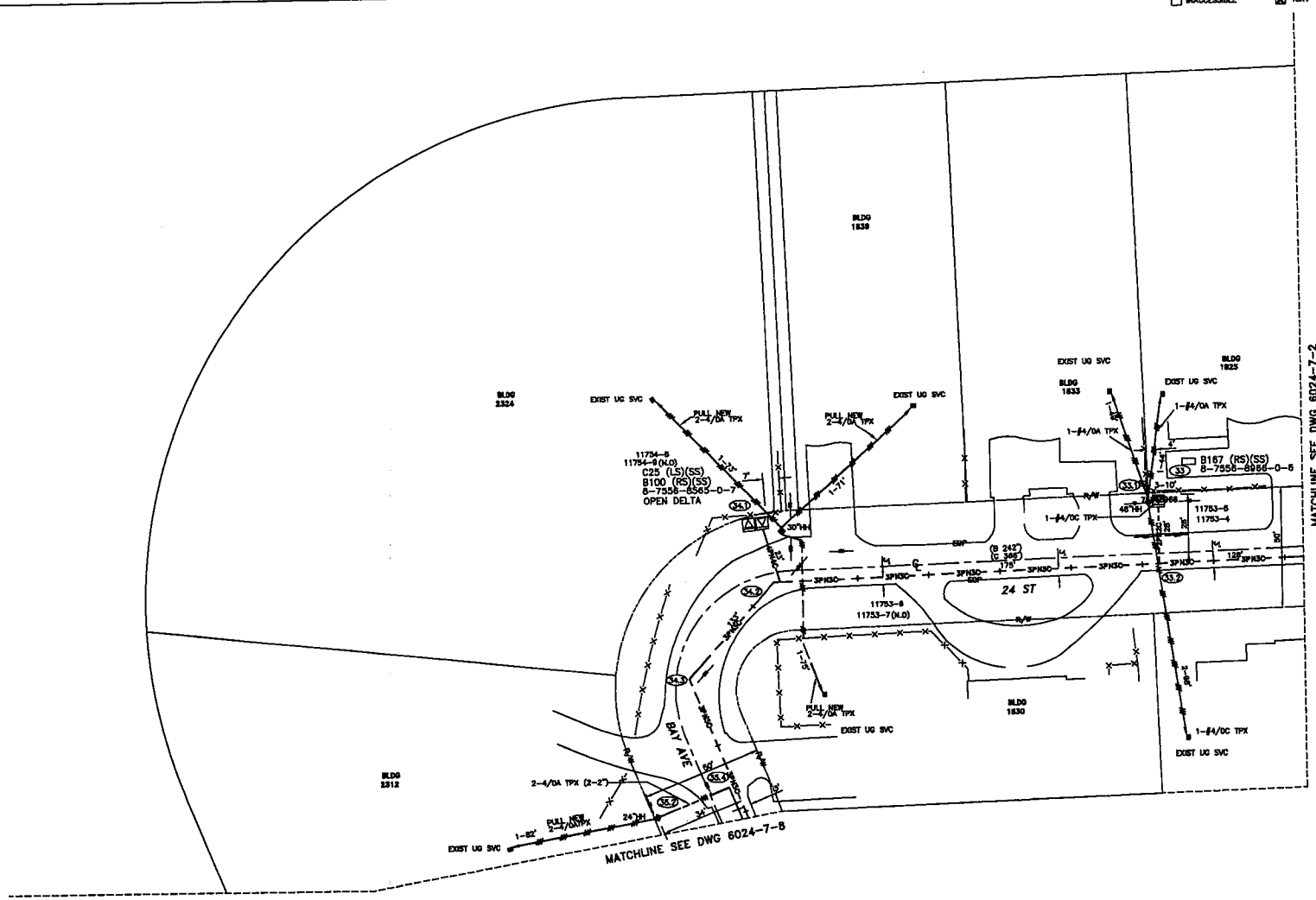
W/: CD
MIAMI BEACH
UNDERGROUND SYSTEMS
BTWN W 22 ST & 23 ST ON SUNSET DR
MIAMI BEACH-FLORIDA

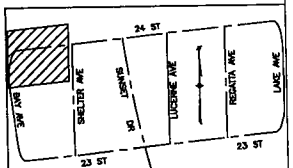
DWG NO. MBPP787
WR: 3085435 WR: D030-85-435

PLOT DATE: 5/25/2015 PLOT TIME: 9:44:46 AM CAD NAME: WR

866

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL





LOCATION SKETCH
N.T.S.

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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

N

ATTENTION

ROW AGREEMENT

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CONSTRUCTION NOTES – WR# 3085435

REQUIRED DRAWINGS
6024-7-1
6024-7-2
6024-7-3
6024-7-4
6024-7-5
6024-7-6
6024-7-7
6024-7-8
JS3085435-1(NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

REFERENCE DWG's

6024-7-2
6024-7-8
6024-8-1(SCH)

TWP: 53 RNG: 42 SEC: 28 CTR: D

ASEBUILT	AUTH NO.	NO.	DATE	REVISION
	3085435	0	04/16/12	OH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3

AS-BUILT COPY — AS-BUILT CREW PRINT
Foreman's Signature — Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
Supervisor's Signature — Date
All required ground rods Have been driven & verified to be within FPL tolerance. Values are shown at all locations.
Foreman's Signature — Date

Easement? YES ☐ NO ☒ | Tree Work? YES ☐ NO ☒ | Map Posting? YES ☒ NO ☐ | Posted by

Survey/Stake? YES ☒ NO ☐ | Designer/Stake? YES ☐ NO ☐ | Trench Feet | Telephone Request? YES ☒ NO ☐

Work with SMO? YES ☐ NO ☐ | CT/Special Mt'r? YES ☐ NO ☐ | Duct Bank Feet | CATV Request? YES ☒ NO ☐

PERMIT REQ'D: CITY X | DR. DIST. | COUNTY AIR | STATE RD | FAA | WMD | RR XING | COUNTY RD. | TRANSM.

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEENARINE/M.R.
DATE	04/16/12
MAP NO.	V-0255

0 10 20 40 FEET

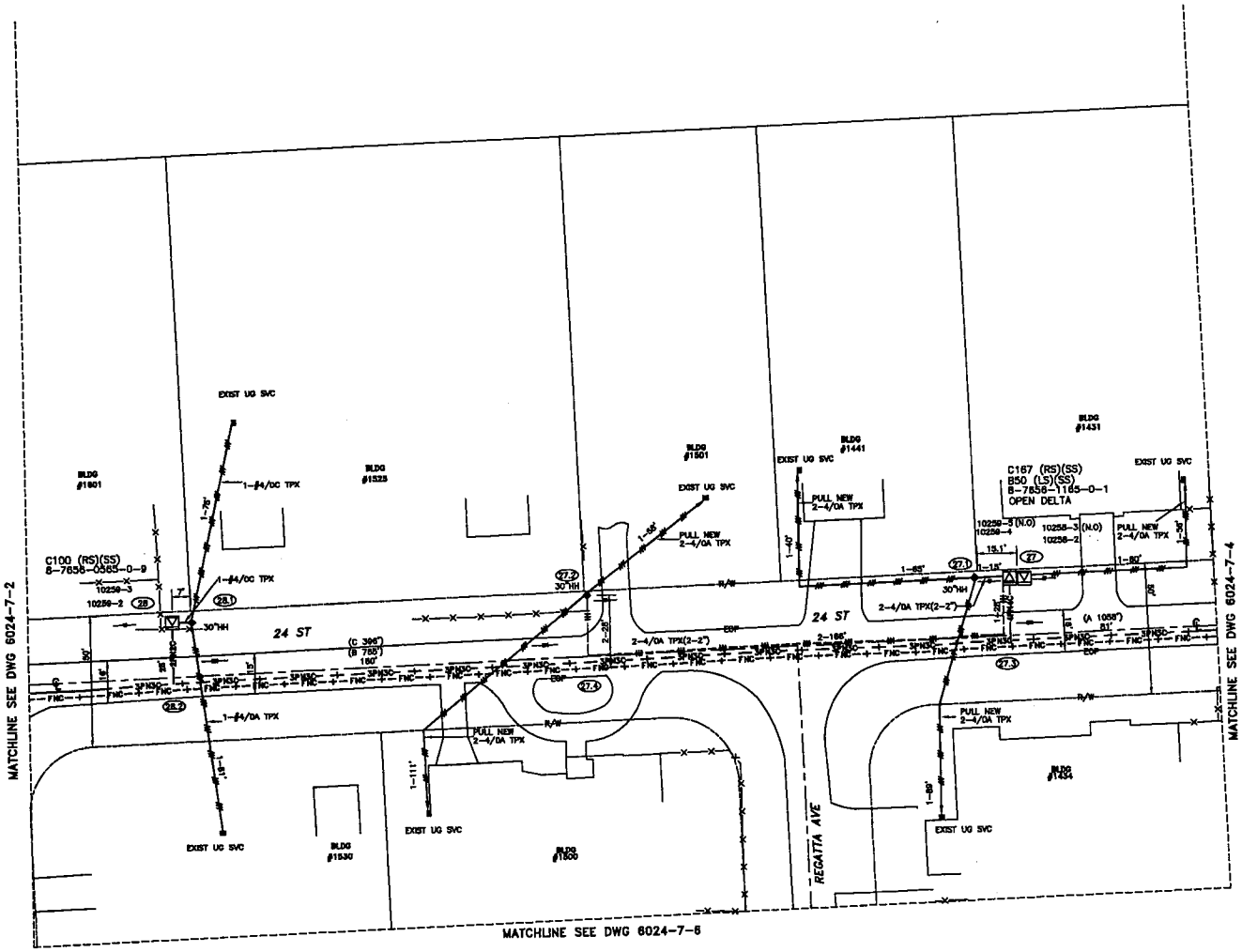
W/A: CD
62E-OH/UG CONVERSION
SUNSET ISLAND 3
V/O SUNSET DR AND 23 ST
MIAMI BEACH, FL

DWG NO. 6024-7-1
WR# 3085435 INR: D030-85-435

PLOT DATE: 8/20/2015 PLOT TIME: 3:06:39 PM CAD NAME: JXT

867

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL



LOCATION SKETCH
N.T.S.

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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

CONSTRUCTION NOTES - WR# 3085435

REQUIRED DRAWINGS
6024-7-1
6024-7-2
6024-7-3
6024-7-4
6024-7-5
6024-7-6
6024-7-7
6024-7-8
JS3085435-1(NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

N

ATTENTION
ROW AGREEMENT

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REFERENCE DWG's

6024-7-4
6024-7-6
6024-7-2
6024-8-2(SCH)

TWNP: 53 RNG: 42 SEC: 28 QTR: D

AS-BUILT COPY	AS-BUILT CREW PRINT
Foreman's Signature / Date	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Superintendent's Signature / Date	
All required ground rods have been driven & verified to be within FPL Standards. Values are shown at all locations.	
Foreman's Signature / Date	

Easement? YES ☐ NO ☒	Survey/Stake? YES ☒ NO ☐	Work with SMO? YES ☐ NO ☐	
Tree Work? YES ☐ NO ☒	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐	
Map Posting? YES ☒ NO ☐	Trench Feet	Duct Bank Feet	
Posted by	PERMITS: CITY X / DR. DIST. / COUNTY AIR / STATE RD / FAA; FPL: WMD / RR XING / COUNTY RD. / TRANSM.		
	Telephone Request? YES ☒ NO ☐	CATV Request? YES ☒ NO ☐	

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEEMARINE/M.R.
DATE	04/16/12
MAP NO.	V-0255
0 10 20 40 FEET	

M/K CD
62E-OH/UG CONVERSION
SUNSET ISLAND 3
V/O SUNSET DR AND 23 ST
MIAMI BEACH, FL

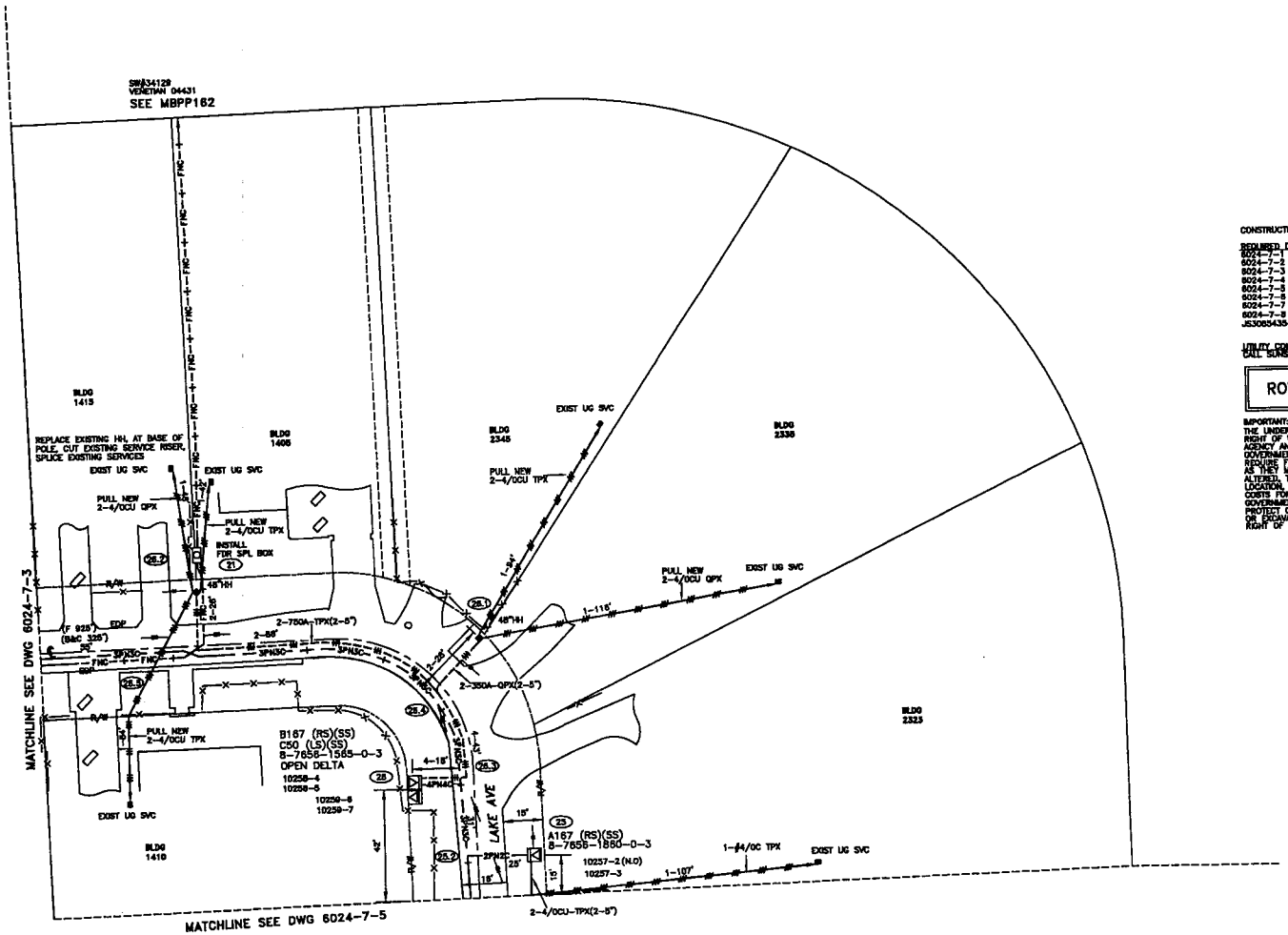
DWG NO. 6024-7-3
WR# 3085435 IWR# D030-85-435

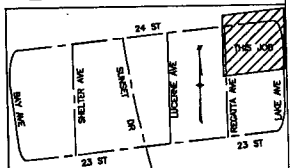
ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085435	0	04/16/12	OH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3

PLOT DATE: 7/25/2016 PLOT TIME: 10:18:50 AM CAD NAME: SWB

868

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL





LOCATION SKETCH
N.T.S.

CONSTRUCTION NOTES – WR# 3085435

REQUIRED DRAWINGS
6024-7-1
6024-7-2
6024-7-3
6024-7-4
6024-7-5
6024-7-6
6024-7-7
6024-7-8
JS3085435-1(NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

ATTENTION
ROW AGREEMENT

IMPORTANT:
THE UNDERGROUND FACILITIES AND ASSOCIATED EQUIPMENT ARE IN THE RIGHT OF WAY DUE TO SPECIAL REQUEST BY THE LOCAL GOVERNMENT AGENCY AND ARE COVERED BY SPECIAL AGREEMENT WITH THE LOCAL GOVERNMENT. SHOULD THE LOCAL GOVERNMENT OR OTHER RIGHT OF WAY REQUIRE FPL TO RELOCATE, ADJUST OR REARRANGE ANY OF THESE FACILITIES AS THEY MAY EXIST NOWLY OR LATER BE MODIFIED, UPGRADED, OR OTHERWISE ALTERED, THE LOCAL GOVERNMENT SHALL PROVIDE FPL WITH A SUBSTITUTE LOCATION, INCLUDING ANY EASEMENTS THAT MAY BE NECESSARY, AND PAY ANY COSTS FOR THE RELOCATION, ADJUSTMENT, OR REARRANGEMENT. THE LOCAL GOVERNMENT SHALL ALSO REIMBURSE FPL FOR ANY COSTS TO LOCATE, EXPOSE PROTECT OR SUPPORT THE FACILITIES, IN THE EVENT OF FUTURE CONSTRUCTION OR EXCAVATION IN CLOSE PROXIMITY TO THE FACILITIES. REQUEST A COPY OF THE RIGHT OF WAY AGREEMENT FROM DOC FILES/GO FOR FURTHER DETAILS.

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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

REFERENCE DWG's

6024-7-3
6024-7-5
MBPP162
6024-8-2(SCH)

TRMP: 32 RNG: 42 SEC: 28 QTR: D

AS-BUILT	AUTH NO.	NO.	DATE	REVISION
	3085435	0	04/18/12	OH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3

AS-BUILT COPY — AS-BUILT CREW PRINT
Foreman's Signature — Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
Superviser's Signature — Date
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.
Foreman's Signature — Date

Easement? YES ☐ NO ☒
Tree Work? YES ☐ NO ☒
Map Posting? YES ☒ NO ☐
Posted by

Survey/Stake? YES ☒ NO ☐
Designer/Stake? YES ☐ NO ☐
Trench Feet
Telephone Request? YES ☒ NO ☐

Work with SMO? YES ☐ NO ☐
CT/Special Mtr? YES ☐ NO ☐
Duct Bank Feet
CATV Request? YES ☒ NO ☐

PERMITS				
CITY X	DR. DIST.	COUNTY AIR	STATE RD	FAA
WMD	RR XING	COUNTY RD.	TRANSM.	

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEEMARINE/M.R.
DATE	04/18/12
MAP NO.	V-0255

0 10 20 40 FEET

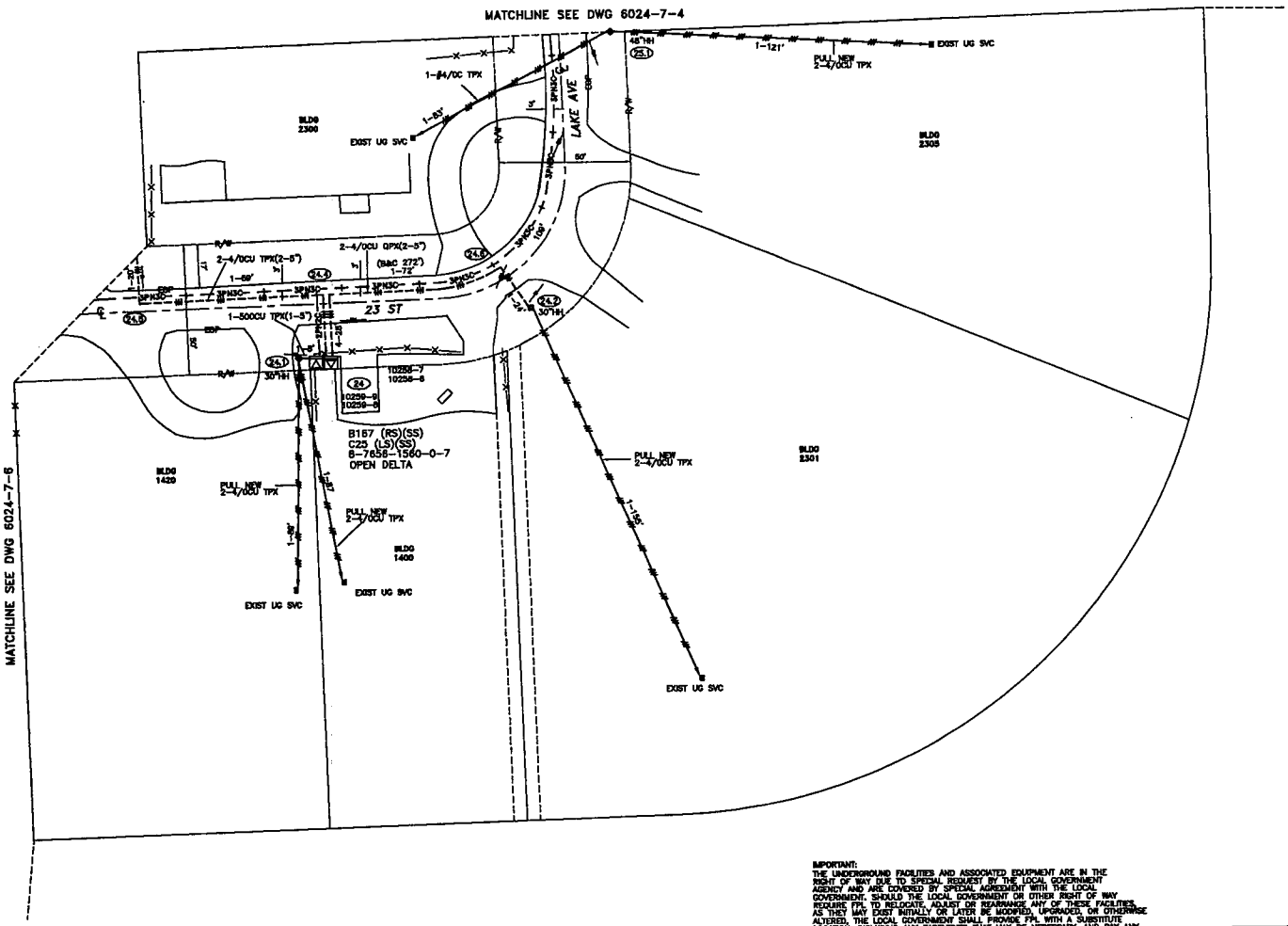
W/A CD
62E-OH/UG CONVERSION
SUNSET ISLAND 3
V/O SUNSET DR AND 23 ST
MIAMI BEACH, FL

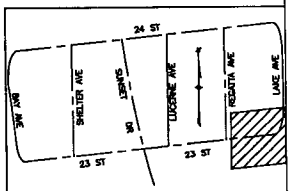
DWG NO. 6024-7-4
WR# 3085435 WR# D030-85-435

PLOT DATED: 7/25/2015 PLOT TIME: 10:14:58 AM CAD NAME: DWG

869

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL





LOCATION SKETCH
N.T.S.

N

CONSTRUCTION NOTES -- WR# 3085435

REQUIRED DRAWINGS
6024-7-1
6024-7-2
6024-7-3
6024-7-4
6024-7-5
6024-7-6
6024-7-7
6024-7-8
JS3085435-1(NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

REFERENCE DWG's

6024-7-4
6024-7-6
6024-8-2(SCH)

IMPORTANT:
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ATTENTION
ROW AGREEMENT

TWP: 53 RNG: 42 SEC: 28 QTR: D

3085435	0	04/16/12	OH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3	
ASBUILT	AUTH NO.	NO.	DATE	REVISION

AS-BUILT COPY — AS-BUILT CREW PRINT
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
All capped ground rods have been driven & verified to be within FPL Standards. Values are shown at all locations.

Easement?	YES ☐ NO ☒	Survey/Stake?	YES ☒ NO ☐	Work with SMO?	YES ☐ NO ☐
Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☐	CT/Special Mtr?	YES ☐ NO ☐
Map Posting?	YES ☒ NO ☐	Trench Feet		Duct Bank Feet	
Posted by		Telephone Request? YES ☒ NO ☐		CATV Request? YES ☒ NO ☐	

SCHED.	CITY X	DR. DIST.	COUNTY AIR	STATE RD	FAA
	WMD	RR XING	COUNTY RD.	TRANSM.	

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEENARINE/M.R.
DATE	04/16/12
MAP NO.	V-0253

0 10 20 40 FEET

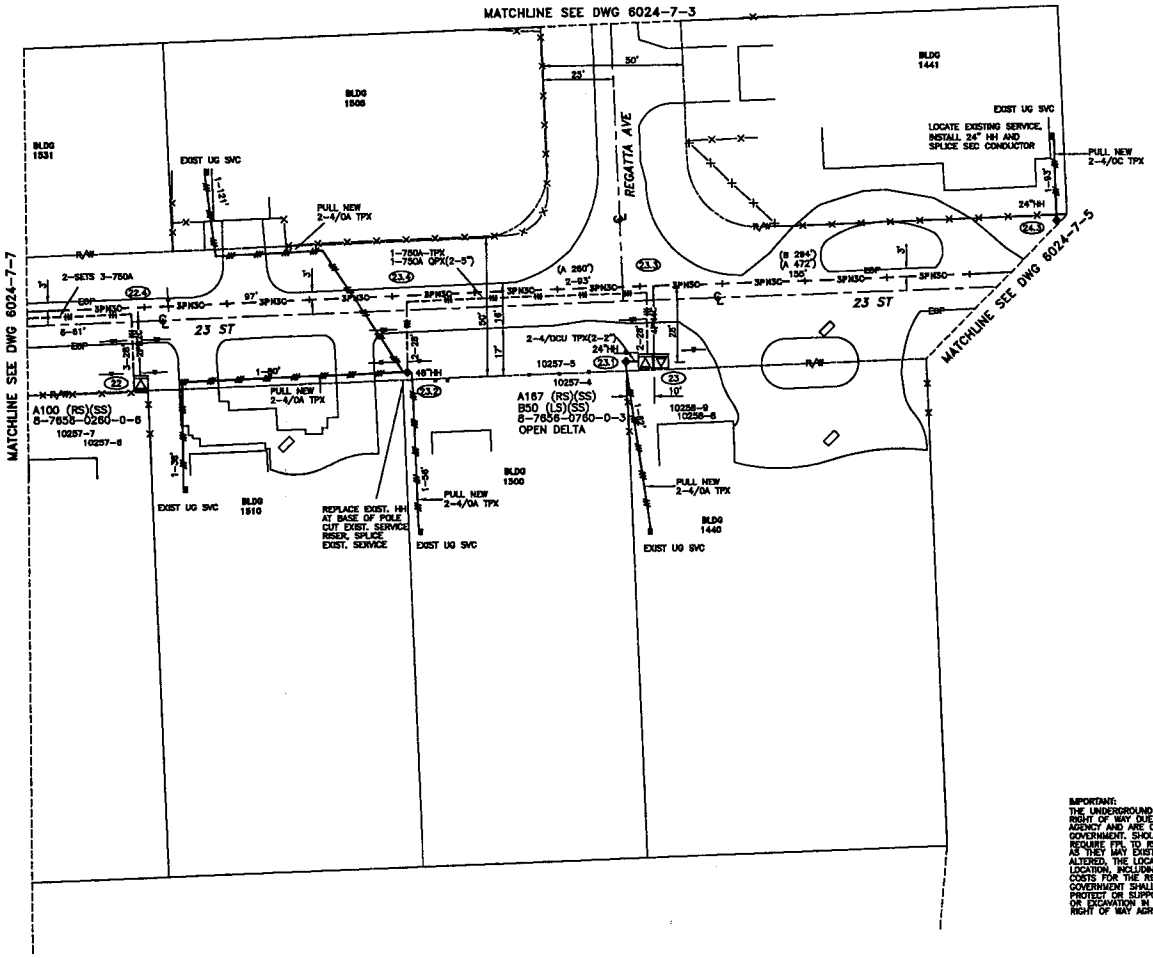
W/k CD
62E-OH/UG CONVERSION
SUNSET ISLAND 3
V/O SUNSET DR AND 23 ST
MIAMI BEACH, FL

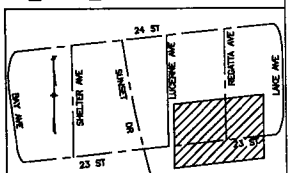
DWG NO. 6024-7-5
WR# 3085435 IWO# D030-85-435

PLOT DATE: 7/21/2015 PLOT TIME: 10:14:05 AM CAD NAME: BRB

870

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL





LOCATION SKETCH
N.T.S.

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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

CONSTRUCTION NOTES - WR# 3085435

REQUIRED DRAWINGS
6024-7-1
6024-7-2
6024-7-3
6024-7-4
6024-7-5
6024-7-6
6024-7-7
6024-7-8
JS3085435-1(NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

IMPORTANT:
THE UNDERGROUND FACILITIES AND ASSOCIATED EQUIPMENT ARE IN THE RIGHT OF WAY DUE TO SPECIAL REQUEST BY THE LOCAL GOVERNMENT AGENCY AND ARE COVERED BY SPECIAL AGREEMENT WITH THE LOCAL GOVERNMENT. SHOULD THE LOCAL GOVERNMENT OR OTHER RIGHT OF WAY REQUIRE FPL TO RELOCATE, ADJUST OR REARRANGE ANY OF THESE FACILITIES AS THEY MAY EXIST INITIALLY OR LATER BE MODIFIED, UPGRADED, OR OTHERWISE ALTERED, THE LOCAL GOVERNMENT SHALL PROVIDE FPL WITH A SUBSTITUTE LOCATION, INCLUDING ANY EASEMENTS THAT MAY BE NECESSARY, AND PAY ANY COSTS FOR THE RELOCATION, ADJUSTMENT, OR REARRANGEMENT. THE LOCAL GOVERNMENT SHALL ALSO REIMBURSE FPL FOR ANY COSTS TO LOCATE, EXPOSE PROTECT OR SUPPORT THE FACILITIES. IN THE EVENT OF FUTURE CONSTRUCTION OR EXCAVATION IN CLOSE PROXIMITY TO THE FACILITIES, REQUEST A COPY OF THE RIGHT OF WAY AGREEMENT FROM DOC FILES/CO FOR FURTHER DETAILS.

ATTENTION
ROW AGREEMENT

REFERENCE DWG's

6024-7-3
6024-7-5
6024-7-7
6024-8-2(SCH)

TWP-53 RNG-42 SEC-28 QTR-D

ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085435	0	04/18/12	OH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3

AS-BUILT COPY — AS-BUILT CREW PRINT
Foreman's Signature — Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
Supervisor's Signature — Date
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.
Foreman's Signature — Date

Easement? YES ☐ NO ☒ | Survey/Stake? YES ☒ NO ☐ | Work with SMO? YES ☐ NO ☐
Tree Work? YES ☐ NO ☒ | Designer/Stake? YES ☐ NO ☐ | CT/Special M'r? YES ☐ NO ☐
Map Posting? YES ☒ NO ☐ | Trench Feet | Duct Bank Feet
Posted by | CITY X | DR. DIST. | COUNTY AIR | STATE RD | FAA | WMD | RR XING | COUNTY RD. | TRANSM.
Telephone Request? YES ☒ NO ☐ | CATV Request? YES ☒ NO ☐

FPL

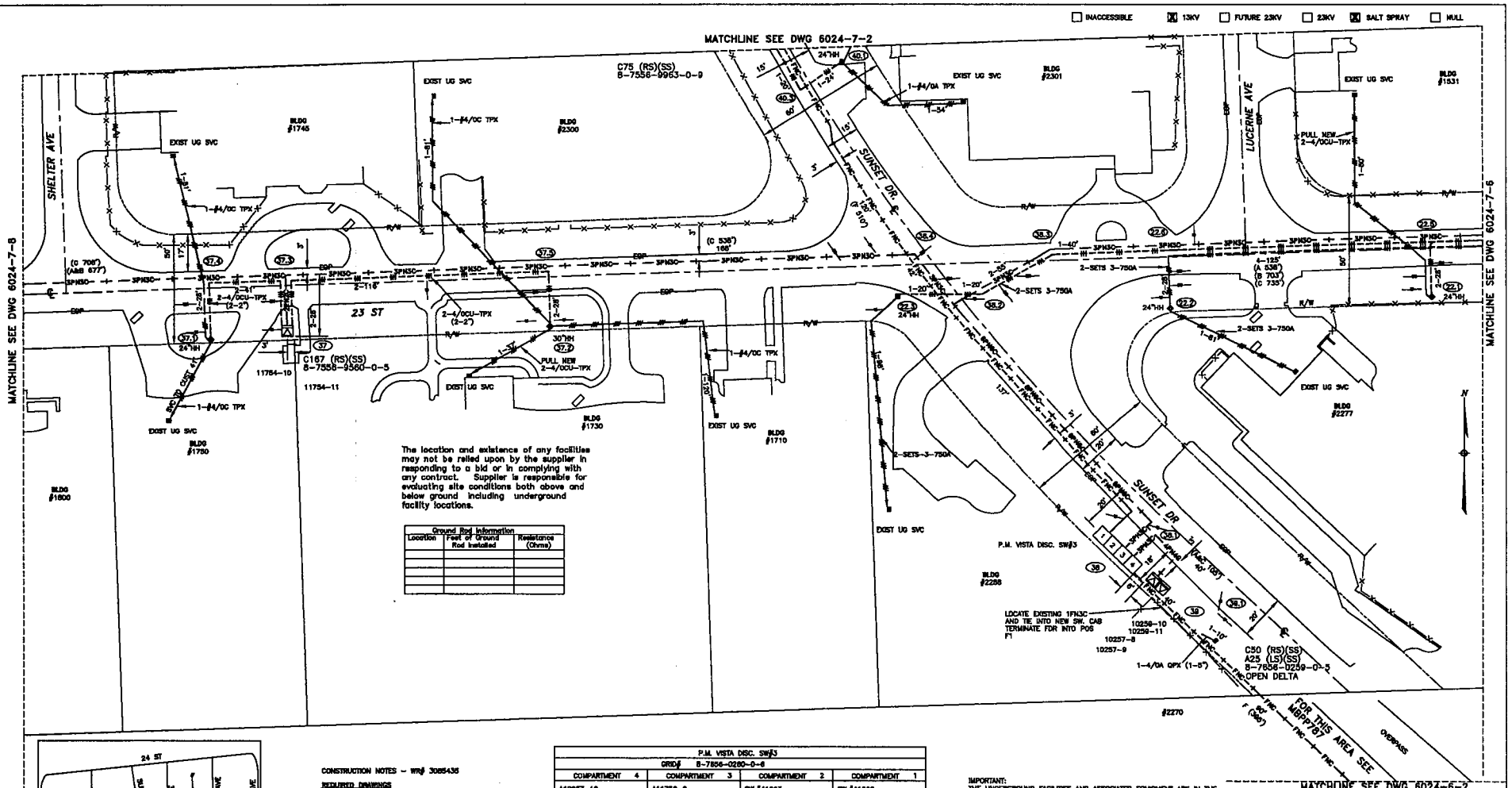
DESIGNED BY	M. RUIZ
DRAWN BY	R. SEEMARINE/M.R.
DATE	04/18/12
MAP NO.	V-0255

0 10 20 40 FEET

W/A CD
62E-OH/UG CONVERSION
SUNSET ISLAND 3
V/O SUNSET DR AND 23 ST
MIAMI BEACH, FL

DWG NO. 6024-7-6
WR# 3085435 JWR# D030-85-435

PLOT DATE: 7/21/2015 PLOT TIME: 10:12:36 AM CAD NAME: DWG



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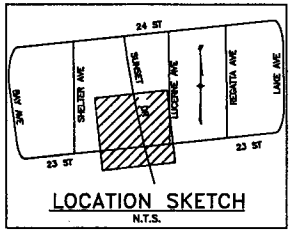
Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



LOCATION SKETCH
N.T.S.

CONSTRUCTION NOTES – WR# 3085435

REQUIRED DRAWINGS
6024-7-1
6024-7-2
6024-7-3
6024-7-4
6024-7-5
6024-7-6
6024-7-7
6024-7-8
JS3085435-1(NOTES)
UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

P.M. VISTA DISC. SW#3			
GRID# 8-7656-0260-0-6			
COMPARTMENT 4	COMPARTMENT 3	COMPARTMENT 2	COMPARTMENT 1
A12057-10	A11752-8	SW.#41863	SW.#41862
B12058-10	B11753-10	8-7656-0260-2-2	8-7656-0260-1-4
C12059-12	C11754-12		
FUSE 34 @ 80 "E"	FUSE 36 @ 80 "E"		
8-7656-0260-4-9	8-7656-0260-3-1	SOUTH TO SW.#40435	NORTH TO SW.#40437

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ATTENTION
ROW AGREEMENT

REFERENCE DWG's

6024-7-2, MBPP787
6024-7-6, 6024-8-2(SCH)
6024-7-8
6024-8-2
6024-9-2

AS-BUILT COPY	AS-BUILT CREW PRINT
Foreman's Signature / Date	Foreman's Signature / Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Supervisor's Signature / Date	
All required ground rods have been driven & verified to be within FPL Standards. Values are shown at of locations.	
Foreman's Signature / Date	

Easement? YES ☐ NO ☒	Survey/Stake? YES ☒ NO ☐	Work with SMOT YES ☐ NO ☐	
Tree Work? YES ☐ NO ☒	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐	
Map Posting? YES ☒ NO ☐	Trench Feet	Duct Bank Feet	
	FDOT: CITY X, DR. DIST., COUNTY AIR, STATE RD, FAA		
	WMD, RR XING, COUNTY RD., TRANSM.		
Posted by	Telephone Request? YES ☒ NO ☐	CATV Request? YES ☒ NO ☐	

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEENARINE/M.R.
DATE	04/18/12
MAP NO.	V-0253

0 10 20 40
FEET

TWP: 54 RNG: 42 SEC: 28 QTR: D

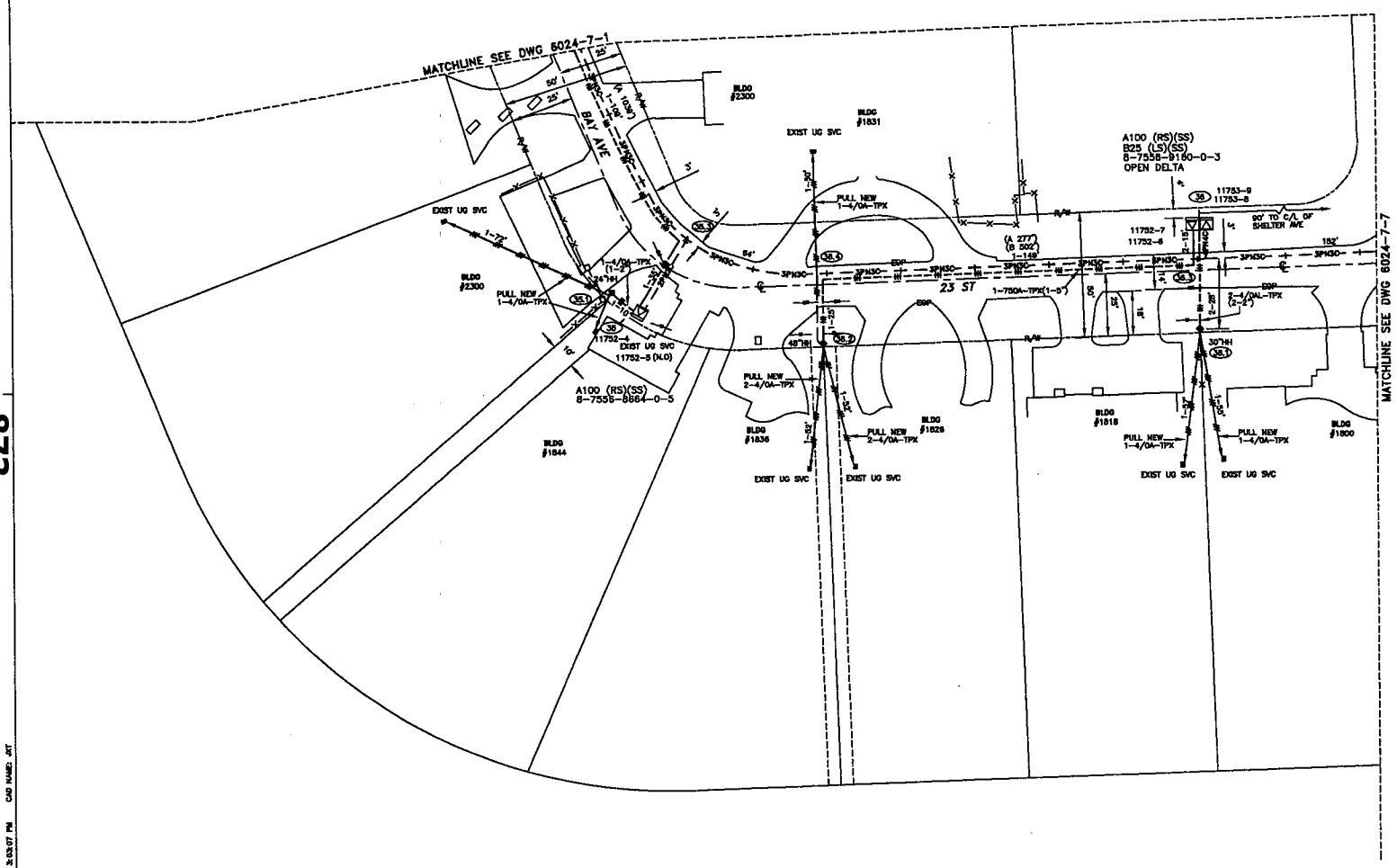
W/k CD
62E-OH/UG CONVERSION
SUNSET ISLAND 3
V/O SUNSET DR AND 23 ST
MIAMI BEACH, FL

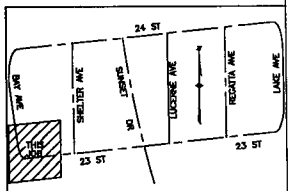
DWG NO. 6024-7-7
WR: 3085435 TWR: D030-85-435

AS-BUILT	AUTH NO.	NO.	DATE	REVISION
	3085435	0	04/18/12	OH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3

PLOT DATE: 8/20/2015 PLOT TIME: 3:15:52 PM CAD NAME: JST

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL





LOCATION SKETCH

N.T.S.

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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

N

ATTENTION

ROW AGREEMENT

IMPORTANT:
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CONSTRUCTION NOTES – WR# 3085435

REQUIRED DRAWINGS
6024-7-1
6024-7-2
6024-7-3
6024-7-4
6024-7-5
6024-7-6
6024-7-7
6024-7-8
JS3085435-1(NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

REFERENCE DWG's

6024-7-1
6024-7-7
6024-8-1(SCH)

TWNP: 53 RNG: 42 SEC: 28 QTR: D

AS-BUILT COPY	AS-BUILT CREW PRINT
Foreman's Signature	Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Supervisor's Signature	Date
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.	
Foreman's Signature	Date

Easement? YES ☐ NO ☒	Survey/Stake? YES ☒ NO ☐	Work with SMO? YES ☐ NO ☐	
Tree Work? YES ☐ NO ☒	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐	
Map Posting? YES ☒ NO ☐	Trench Feet	Duct Bank Feet	
	PERMIT REQUIRED: CITY X / DR. DIST. / COUNTY AIR / STATE RD / FAA		
	YMD / RR XING / COUNTY RD. / TRANSM.		
Posted by	Telephone Request? YES ☒ NO ☐	CATV Request? YES ☒ NO ☐	

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	J. TORRES
DATE	8/19/15
MAP NO.	V-0255

0 10 20 40 FEET

W/O: CD
62E-OH/UG CONVERSION
SUNSET ISLAND 3
V/O SUNSET DR AND 23 ST
MIAMI BEACH, FL

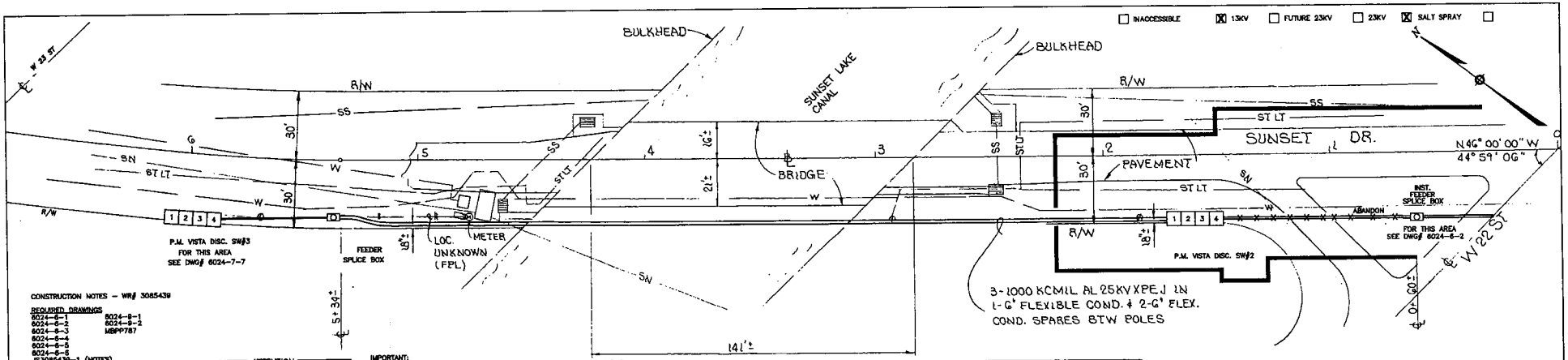
DWG NO. 6024-7-8
WR: 3085435 PWR: D030-85-435

ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085435	0	08/19/15	OH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3

PLOT DATE: 8/20/2015 PLOT TIME: 3:03:07 PM CAD NAME: JRT

873

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐



CONSTRUCTION NOTES – WR# 3085439

REQUIRED DRAWINGS
6024-6-1
6024-6-2
6024-6-3
6024-6-4
6024-6-5
6024-6-6
JS3085439-1 (NOTES)
JS3085439-2
6024-9-1
6024-9-2
MBPP787

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

ATTENTION
ROW AGREEMENT

IMPORTANT:
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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

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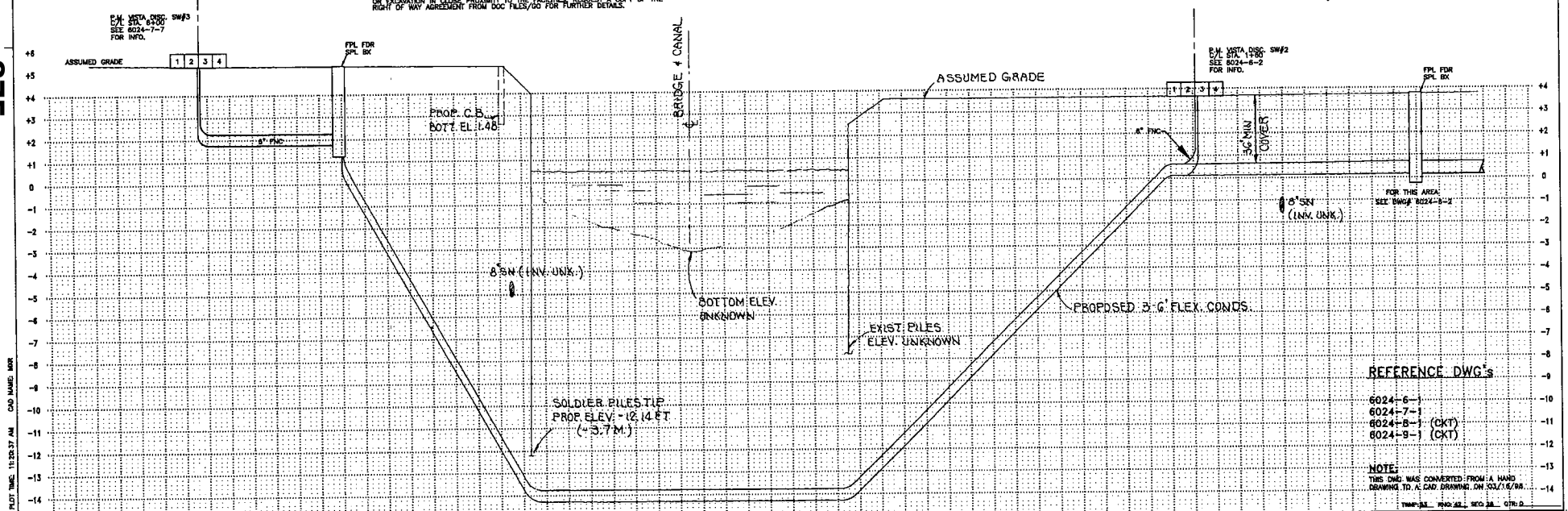


REFERENCE DWG's

6024-6-1
6024-7-1
6024-8-1 (CKT)
6024-9-1 (CKT)

NOTE:
THIS DWG WAS CONVERTED FROM A HAND DRAWING TO A CAD DRAWING ON 03/16/98.

TWP: 53 RNG: 42 SEC: 28 QTR: D

PLOT DATE: 8/12/2015 PLOT TIME: 11:20:37 AM CAD NAME: MRR

ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085439	5	06/08/12	LP.C.: INST PMDS# 4 & RENUMBER LOOP 11752, 11753 11754 & ADDED LOOP# 12057, 12058, 12059
	3085435	4	06/06/12	OH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3
	3085439	3	06/18/09	INST. FDR, PRIMARY, P.M.D.S.#1 & #2, AND TX'S, TO SVC SUNSET ISLAND 4
	3085435	2	06/18/09	INST. FDR, PRIMARY, P.M.D.S.#3, AND TX'S, TO SVC SUNSET ISLAND 3
	7222-04-883	0	03/16/98	ORIGINAL DWG

AS-BUILT COPY — AS-BUILT CREW PRINT
Initials Crew Chief Date — Foreman's Signature Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
Supervisor's Signature Date
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.
Foreman's Signature Date

Easement? YES ☐ NO ☐
Tree Work? YES ☐ NO ☐
Map Posting? YES ☐ NO ☐
Checked by

Survey/Stake? YES ☒ NO ☐
Designer/Stake? YES ☐ NO ☐
Trench Feet
Work with SMO? YES ☐ NO ☐
CT/Special Mtr? YES ☐ NO ☐
Duct Bank Feet

PERMITS: CITY | DR. DIST. | COUNTY AIR | STATE RD | FAA | WMD | RR XING | COUNTY RD. | TRANSM.
Telephone Request? YES ☒ NO ☐ CATV Request? YES ☐ NO ☐

FPL

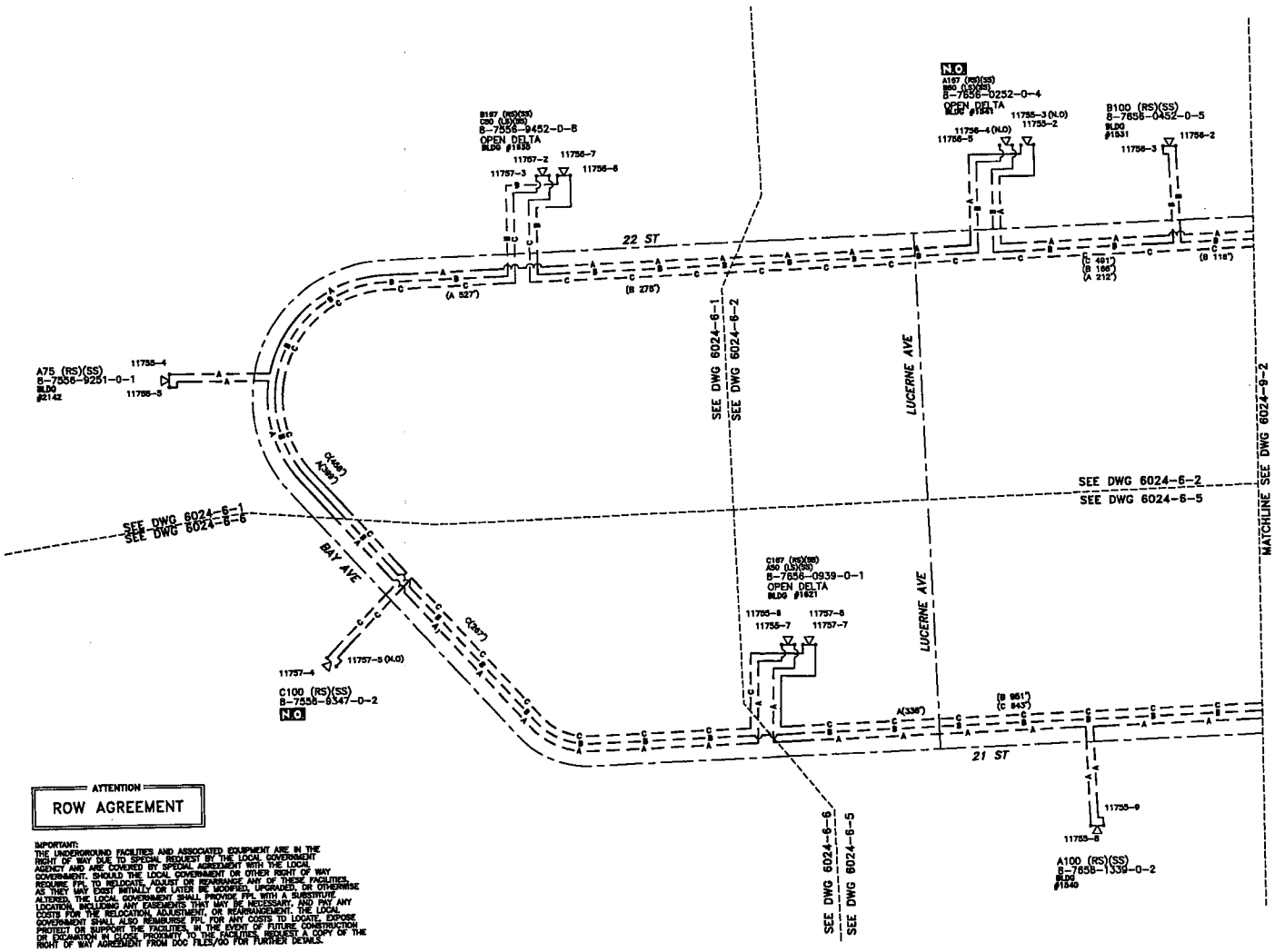
DESIGNED BY	M. RUIZ
DRAWN BY	R. SEDNARINE
DATE	06/08/12
MAP NO.	V-0255

HORIZ. 0 10 20 40; VERT. 0 1.0 2.0 4.0

W/A: CD
MIAMI BEACH
UNDERGROUND SYSTEMS
BTWN W 22 ST & 23 ST ON SUNSET DR
MIAMI BEACH-FLORIDA

DWG NO. MBPP787
WR: 3085439 WR: D030-85-439

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL



CONSTRUCTION NOTES – WR# 3085439

REQUIRED DRAWINGS

6024-6-1	6024-6-1
6024-6-2	6024-6-2
6024-6-3	MBPP757
6024-6-4	
6024-6-5	
6024-6-6	
JS3085439-1 (NOTES)	
JS3085439-2	

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

ATTENTION
ROW AGREEMENT

IMPORTANT:
THE UNDERGROUND FACILITIES AND ASSOCIATED EQUIPMENT ARE IN THE RIGHT OF WAY DUE TO SPECIAL REQUEST BY THE LOCAL GOVERNMENT AGENCY AND ARE COVERED BY SPECIAL AGREEMENT WITH THE LOCAL GOVERNMENT. SHOULD THE LOCAL GOVERNMENT OR OTHER RIGHT OF WAY REQUIRE FPL TO RELOCATE, ADJUST OR REARRANGE ANY OF THESE FACILITIES, AS THEY MAY EXIST INITIALLY OR LATER BE MODIFIED, UPGRADED, OR OTHERWISE ALTERED, THE LOCAL GOVERNMENT SHALL PROVIDE FPL WITH A SUBSTITUTE LOCATION, INCLUDING ANY EASEMENTS THAT MAY BE NECESSARY, AND PAY ANY COSTS FOR THE RELOCATION, ADJUSTMENT, OR REARRANGEMENT. THE LOCAL GOVERNMENT SHALL ALSO REIMBURSE FPL FOR ANY COSTS TO LOCATE, EXPOSE PROTECT OR SUPPORT THE FACILITIES, IN THE EVENT OF FUTURE CONSTRUCTION OR EXCAVATION IN CLOSE PROXIMITY TO THE FACILITIES. REQUEST A COPY OF THE RIGHT OF WAY AGREEMENT FROM DOC FILES/GO FOR FURTHER DETAILS.

REFERENCE DWG's

6024-6-1
6024-6-2
6024-6-5
6024-6-6
6024-9-2

TWNP: 53 RNG: 42 SEC: 28 QTR: S

AS-BUILT COPY	AS-BUILT CREW PRINT
Foreman's Signature / Date	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material charges shown on ROS.	
Supervisor's Signature / Date	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.	
Foreman's Signature / Date	

Easement?	YES ☐ NO ☐	Survey/Stake?	YES ☒ NO ☐
Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐
Map Posting?	YES ☒ NO ☐	Trench Feet	
Posted by		Telephone Request?	YES ☒ NO ☐

Work with SMO?	YES ☐ NO ☐				
CT/Special Mtr?	YES ☐ NO ☐				
Duct Bank Feet					
CITY	DR. DIST.	COUNTY AIR	STATE RD	FAA	
WMD	RR XING	COUNTY RD.	TRANSM.		
CATV Request?	YES ☐ NO ☐				

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEENARINE
DATE	08/07/12
MAP NO.	V-0255
D	N.T.S
	FEET

M/A: CD
62E-OH/UG CONVERSION
SUNSET ISLAND 4
V/O SUNSET DR & 21 ST
MIAMI BEACH, FL

DWG NO. 6024-9-1
WR: 3085439 INWR: D030-85-439

ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085439	0	08/07/12	OH TO UG CONVERSION INSTALL VISTA CABINET 1 & 2, PULL PRIMARY & FDR CBL TO SVC SUNSET ISLAND 4

PLOT DATE: 8/12/2016 PLOT TIME: 12:31:50 PM CAD NAME: TRC

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL

IMPORTANT:
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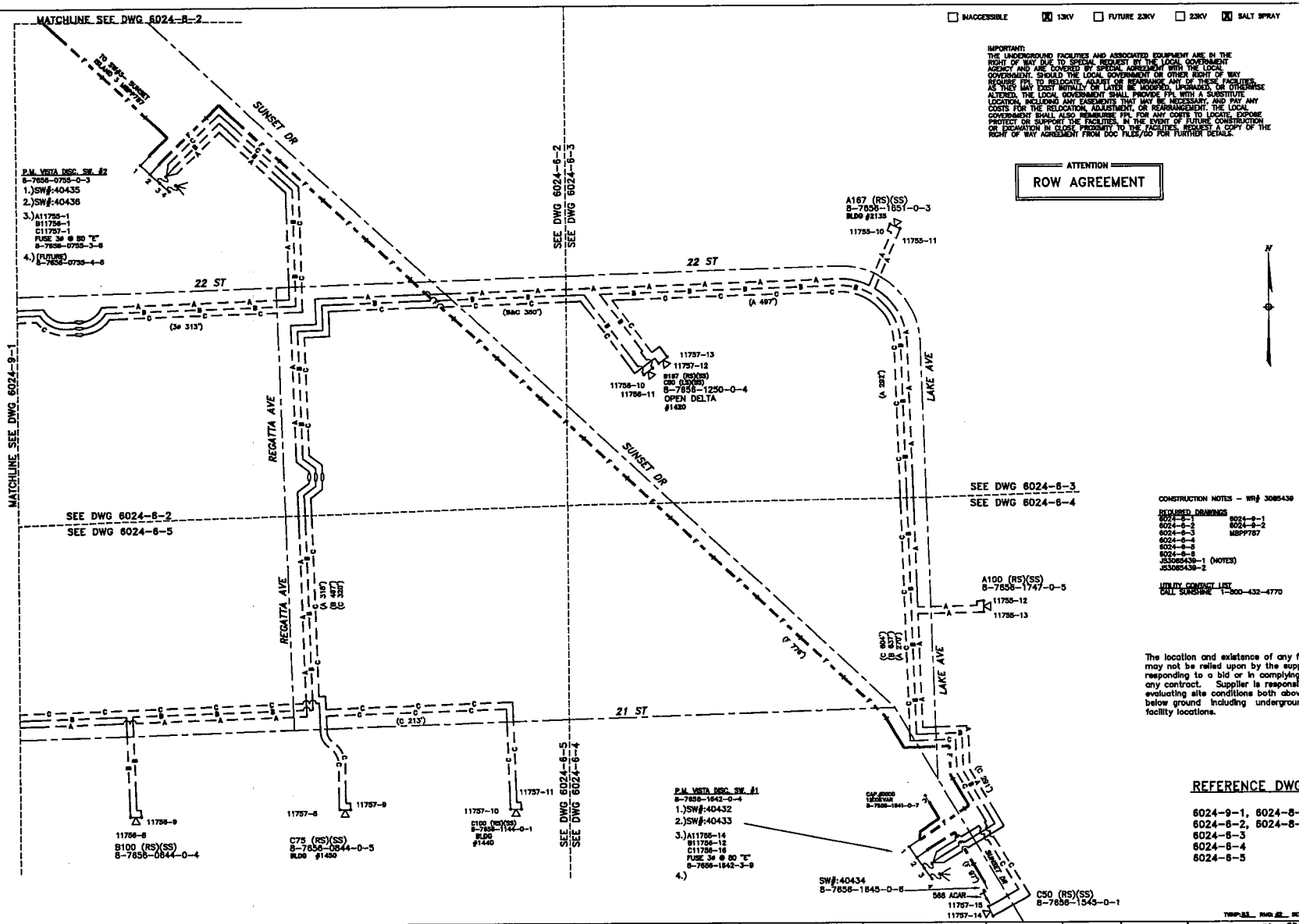
ATTENTION
ROW AGREEMENT



CONSTRUCTION NOTES – WR# 3085439

REQUIRED DRAWINGS
6024-8-1
6024-8-2
6024-8-3
6024-8-4
6024-8-5
6024-8-6
JS3085439-1 (NOTES)
JS3085439-2
6024-9-1
6024-9-2
MBPP767

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

REFERENCE DWG's

6024-9-1, 6024-8-1(SCH)
6024-8-2, 6024-8-2(SCH)
6024-8-3
6024-8-4
6024-8-5

AS-BUILT COPY	AS-BUILT CREW PRINT
Foreman's Signature / Date	Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
Supervisor's Signature / Date	All regulated ground rods Have been driven & verified to be within FPL Standards. Values are shown at all locations.
Foreman's Signature / Date	

Easement? YES ☐ NO ☐	Survey/Stake? YES ☒ NO ☐	Work with SMO? YES ☐ NO ☐	
Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐	
Map Posting? YES ☒ NO ☐	Trench Feet	Duct Bank Feet	
Posted by	PERMITS: CITY / DR. DIST. / COUNTY AIR / STATE RD / FAA / WMD / RR XING / COUNTY RD. / TRANSM.		
	Telephone Request? YES ☒ NO ☐	CATV Request? YES ☐ NO ☐	

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEENARINE
DATE	06/07/12
MAP NO.	V-0253
0 N.T.S FEET	

W/k CD
62E-OH/UG CONVERSION
SUNSET ISLAND 4
V/O SUNSET DR & 21 ST
MIAMI BEACH, FL

DWG NO. 6024-9-2
WR# 3085439 WM# D030-85-439

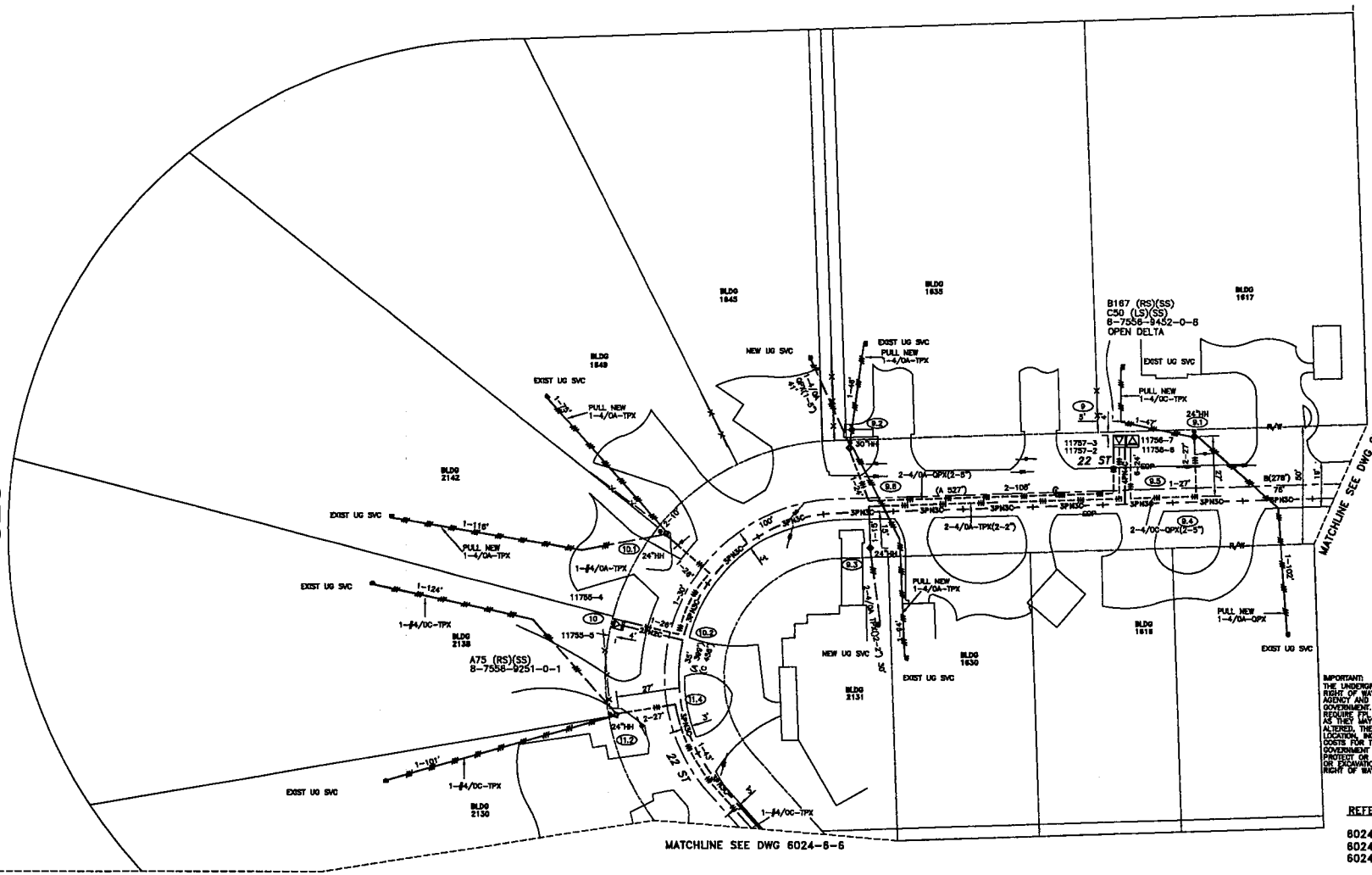
TWP: 53 RNG: 42 SEC: 28 CTR: 0

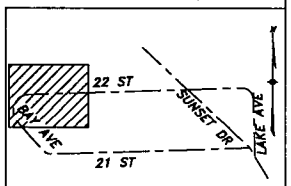
AS-BUILT	AUTH NO.	NO.	DATE	REVISION
	3085439	D	06/07/12	OH TO UG CONVERSION INSTALL VISTA CABINET 1 & 2, PULL PRIMARY & FDR CBL TO SVC SUNSET ISLAND 4

PLOT DATE: 6/12/2015 PLOT TIME: 12:25:52 PM CAD NAMED: TRC

877

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL





LOCATION SKETCH
N.T.S.

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

CONSTRUCTION NOTES – WR# 3085439

REQUIRED DRAWINGS
6024-6-1
6024-6-2
6024-6-3
6024-6-4
6024-6-5
6024-6-6
JS3085439-1 (NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

N

ATTENTION
ROW AGREEMENT

IMPORTANT!
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REFERENCE DWG's

6024-6-2
6024-6-6
6024-9-1(SCH)

MATCHLINE SEE DWG 6024-6-6

ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085439	1	08/07/12	CH TO UG CONVERSION INSTALL VISTA CABINET 1 & 2, PULL PRIMARY & FDR CBL TO SVC SUNSET ISLAND 4
	3085439	0	04/20/12	PRELIMINARY DESIGN

AS-BUILT COPY — AS-BUILT CREW PRINT
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.

Easement? YES ☐ NO ☒ | Tree Work? YES ☐ NO ☒ | Map Posting? YES ☒ NO ☐ | Posted by

Survey/Stake? YES ☐ NO ☐ | Designer/Stake? YES ☐ NO ☐ | Trench Feet | Work with SMO? YES ☐ NO ☐ | CT/Special Mtr? YES ☐ NO ☐ | Duct Bank Feet

CITY X	DR. DIST.	COUNTY AIR	STATE RD	FAA
MMD	RR XING	COUNTY RD.	TRANSM.	

Telephone Request? YES ☒ NO ☐ CATV Request? YES ☐ NO ☐

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEEHARINE/M.R.
DATE	08/07/12
MAP NO.	V-0255

0 10 20 40 FEET

TWNP: 53 RNG: 42 SEC: 28 QTR: D

W/R CD
62E-OH/UG CONVERSION
SUNSET ISLAND 4
V/O SUNSET DR & 21 ST
MIAMI BEACH, FL

DWG NO. 6024-6-1
WR: 3085439 WR: D030-85-439

PLOT DATE: 8/12/2015 PLOT TIME: 12:23:38 PM CAD NAME: TRC

878

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL

MATCHLINE SEE DWG 6024-7-7

P.M. VISTA DISC. SW#2			
GRID# 8-7656-0755-0-3			
COMPARTMENT 4	COMPARTMENT 3	COMPARTMENT 2	COMPARTMENT 1
(FUTURE) 8-7656-0755-4-8	A11755-1 B11755-1 C11757-1 FUSE 3# @ 80 "E" 8-7656-0755-3-8	SW.#40436 8-7656-0755-2-0 SOUTH TO SW.#40432	SW.#40435 8-7656-0755-1-1 NORTH TO SW.#41863

ATTENTION
ROW AGREEMENT

IMPORTANT:
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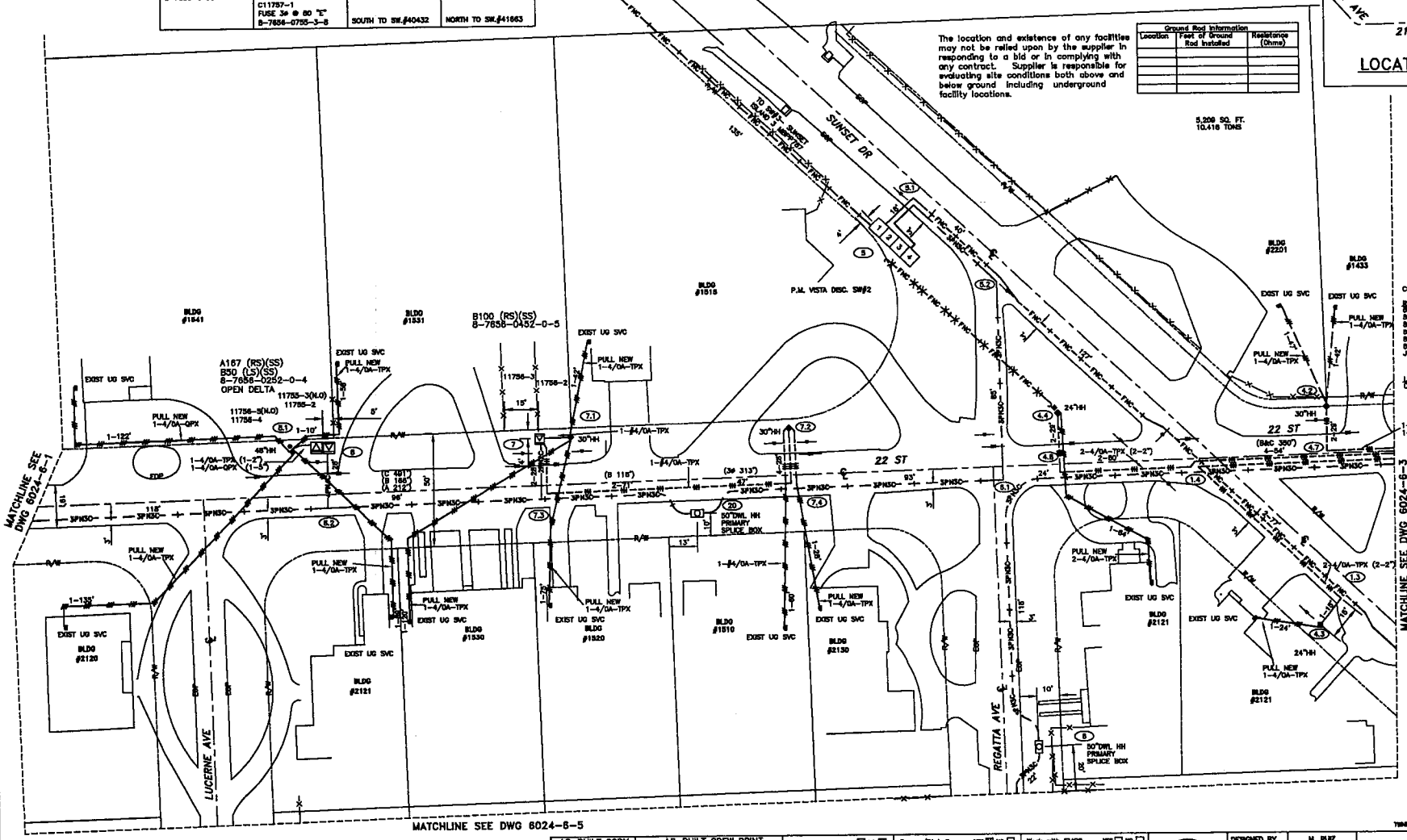
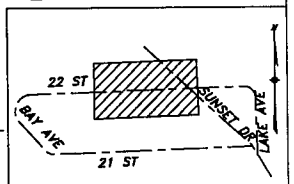
Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)





LOCATION SKETCH
N.T.S.

CONSTRUCTION NOTES – WR# 3085439

REQUIRED DRAWINGS
6024-6-1
6024-6-2
6024-6-3
6024-6-4
6024-6-5
6024-6-6
JS3085439-1 (NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

REFERENCE DWG's
6024-6-3
6024-6-4
6024-9-1
6024-9-2

AS-BUILT COPY	AS-BUILT CREW PRINT
Foreman's Signature / Date	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Supervisor's Signature / Date	
All required ground rods have been driven & verified to be within FPL Standards. Values are shown at all locations.	
Foreman's Signature / Date	

Easement? YES ☐ NO ☒
Tree Work? YES ☐ NO ☒
Map Posting? YES ☒ NO ☐
Posted by

Survey/Stake? YES ☒ NO ☐
Designer/Stake? YES ☐ NO ☐
Trench Feet
Work with SMOT YES ☐ NO ☐
CT/Special Mtr? YES ☐ NO ☐
Duct Bank Feet

PERMIT FOR: CITY X | DR. DIST. | COUNTY AIR | STATE RD | FAA
WMD | RR XING | COUNTY RD. | TRANSM.

Telephone Request? YES ☒ NO ☐
CATV Request? YES ☒ NO ☐

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEENARINE/M.R.
DATE	04/20/12
MAP NO.	V-0255

0 10 20 40 FEET

W/A CD
62E-OH/UG CONVERSION
SUNSET ISLAND 4
V/O SUNSET DR & 21 ST
MIAMI BEACH, FL

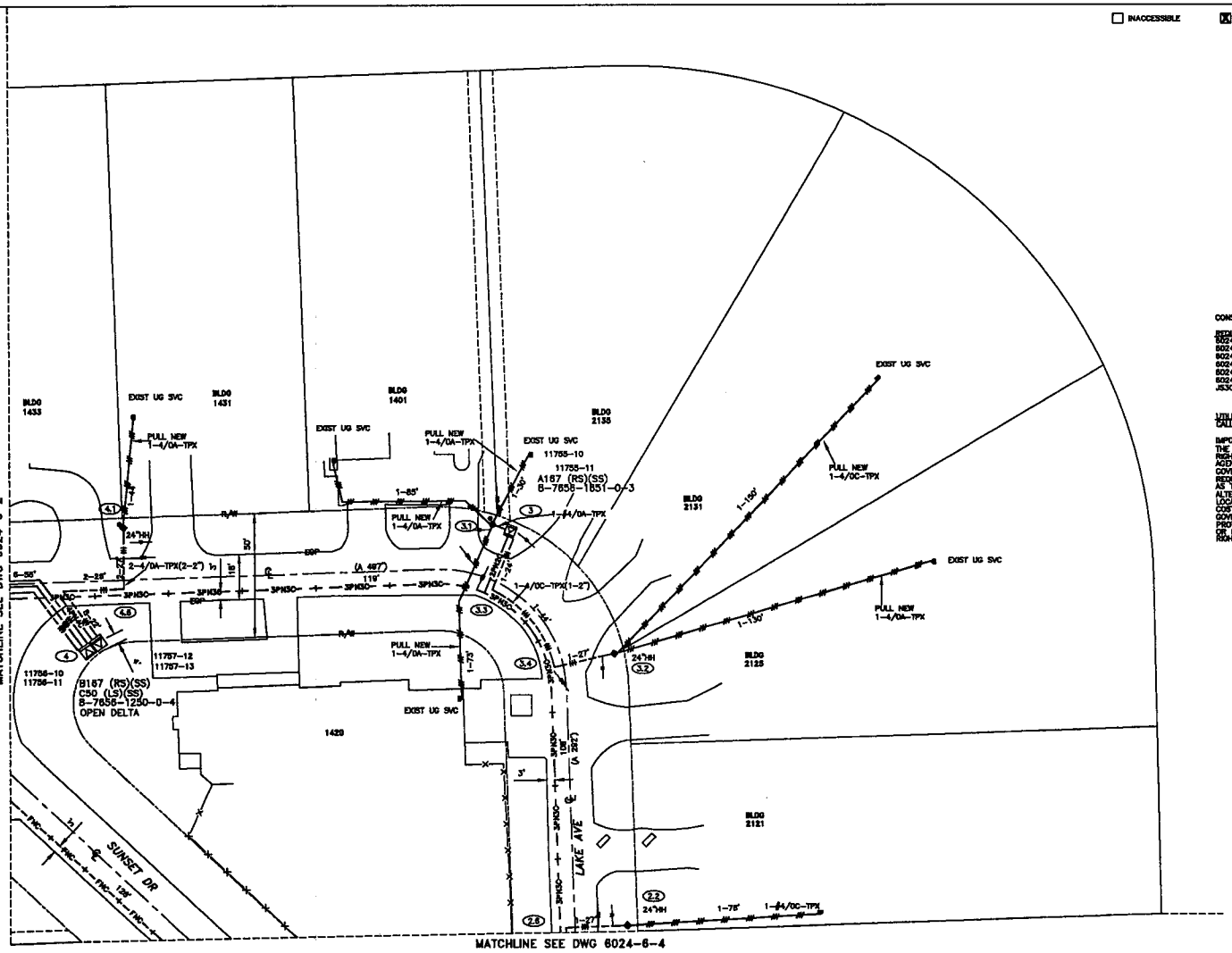
DWG NO. 6024-6-2
WR# 3085439 IWR# D030-85-439

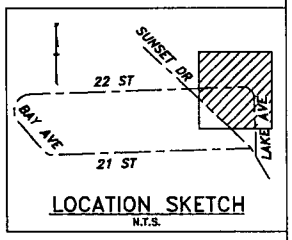
ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085439	0	04/20/12	OH TO UG CONVERSION INSTALL VISTA CABINET 1 & 2, PULL PRIMARY & FDR CBL TO SVC SUNSET ISLAND 4

PLOT DATE: 7/21/2015 PLOT TIME: 10:35:08 AM CAD NAME: BWB

879

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL





LOCATION SKETCH
N.T.S.

N

CONSTRUCTION NOTES – WR# 3085439

REQUIRED DRAWINGS
6024-6-1
6024-6-2
6024-6-3
6024-6-4
6024-6-5
6024-6-6
JS3085439-1 (NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

IMPORTANT:
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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

ATTENTION
ROW AGREEMENT

REFERENCE DWG's

6024-6-2
6024-6-4
6024-9-2

	3085439	D	04/20/12	CH TO UG CONVERSION INSTALL VISTA CABINET 1 & 2, PULL PRIMARY & FDR CBL TO SVC SUNSET ISLAND 4
ASBUILT	AUTH NO.	NO.	DATE	REVISION

AS-BUILT COPY | AS-BUILT CREW PRINT
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.

Easement? YES ☐ NO ☒
Tree Work? YES ☐ NO ☒
Map Posting? YES ☒ NO ☐
Posted by

Survey/Stake? YES ☒ NO ☐
Designer/Stake? YES ☐ NO ☐
Trench Feet
Work with SMO? YES ☐ NO ☐
CT/Special Mtr? YES ☐ NO ☐
Duct Bank Feet
PERMITS REQ'D: CITY X | DR. DIST. | COUNTY AIR | STATE RD | FAA | WMD | RR XING | COUNTY RD. | TRANSM.
Telephone Request? YES ☒ NO ☐
CATV Request? YES ☒ NO ☐

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEEMARINE/M.R.
DATE	04/20/12
MAP NO.	V-0255

0 10 20 40 FEET

M/A: CD
62E-OH/UG CONVERSION
SUNSET ISLAND 4
V/O SUNSET DR & 21 ST
MIAMI BEACH, FL

DWG NO. 6024-6-3
WR# 3085439 WR# D030-85-439

TRNF: 53 XND: 42 SEC: 28 CTR: 0

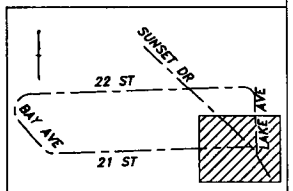
880

PLOT DATED 7/21/2015 PLOT TIME: 10:34:18 AM CAD NAMED: BWB

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL

REFERENCE DWG's

6024-6-3
6024-6-5
6024-9-2(SCH)



LOCATION SKETCH
N.T.S.

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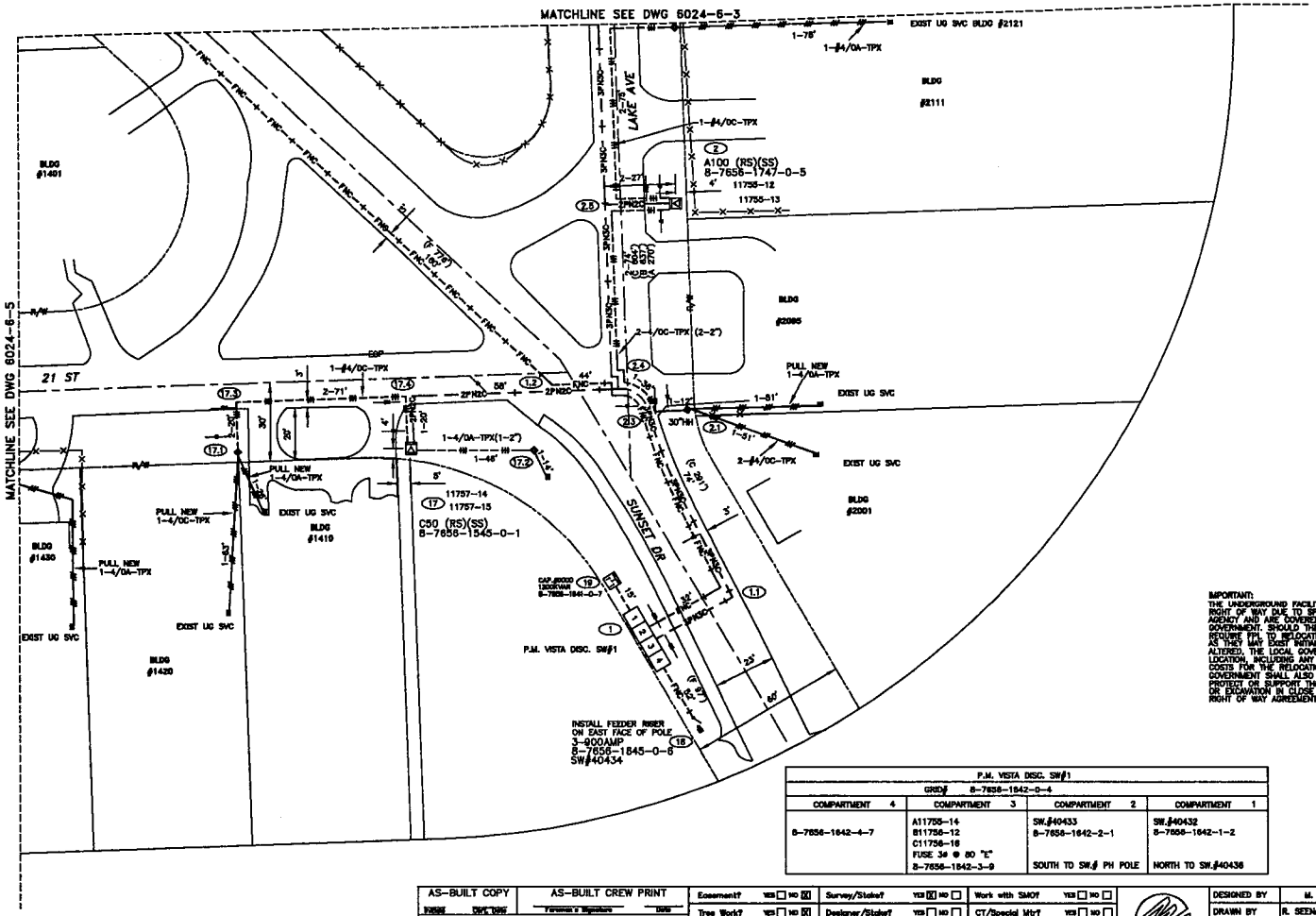

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

CONSTRUCTION NOTES – WR# 3085439

REQUIRED DRAWINGS
6024-6-1
6024-6-2
6024-6-3
6024-6-4
6024-6-5
6024-6-6
JS3085439-1 (NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

ATTENTION
ROW AGREEMENT

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P.M. VISTA DISC. SW#1			
GRID# 8-7656-1842-0-4			
COMPARTMENT 4	COMPARTMENT 3	COMPARTMENT 2	COMPARTMENT 1
8-7656-1842-4-7	A11755-14 811756-12 C11756-16 FUSE 3# @ 80 "E" 8-7656-1842-3-9	SW.#40433 8-7656-1842-2-1 SOUTH TO SW.# PH POLE	SW.#40432 8-7656-1842-1-2 NORTH TO SW.#40436

TWP: 53 RNG: 42 SEC: 28 QTR: D

AS-BUILT COPY	AS-BUILT CREW PRINT
Foreman Date Clerk Date	Foreman's Signature Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Supervisor's Signature Date	
All required ground rods Have been driven & verified to be within FPL Standards. Values are shown at all locations.	
Foreman's Signature Date	

Easement? YES ☐ NO ☒	Survey/Stake? YES ☒ NO ☐	Work with SMO? YES ☐ NO ☐	
Tree Work? YES ☐ NO ☒	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐	
Map Posting? YES ☒ NO ☐	Trench Feet	Duct Bank Feet	
	Permits: CITY X / DR. DIST. / COUNTY AIR / STATE RD / FAA		
	WMD / RR XING / COUNTY RD. / TRANSM.		
Posted by	Telephone Request? YES ☒ NO ☐	CATV Request? YES ☒ NO ☐	

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEENARINE/M.R.
DATE	04/20/12
MAP NO.	V-0258

0 10 20 40
FEET

W/K CD
62E-OH/UG CONVERSION
SUNSET ISLAND 4
V/O SUNSET DR & 21 ST
MIAMI BEACH, FL

DWG NO. 6024-6-4
WR# 3085439 TWR# D030-85-439

AS-BUILT	AUTH NO.	NO.	DATE	REVISION
	3085439	0	04/20/12	OH TO UG CONVERSION INSTALL VISTA CABINET 1 & 2, PULL PRIMARY & FDR CBL TO SVC SUNSET ISLAND 4

PLOT DATE: 7/31/2015 PLOT TIME: 7:16:32 AM CAD NAME: MXR

881

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL

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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

ATTENTION

ROW AGREEMENT

IMPORTANT:
THE UNDERGROUND FACILITIES AND ASSOCIATED EQUIPMENT ARE IN THE RIGHT OF WAY DUE TO SPECIAL REQUEST BY THE LOCAL GOVERNMENT AGENCY AND ARE COVERED BY SPECIAL AGREEMENT WITH THE LOCAL GOVERNMENT. SHOULD THE LOCAL GOVERNMENT OR OTHER RIGHT OF WAY REQUIRE FPL TO RELOCATE, ADJUST OR REARRANGE ANY OF THESE FACILITIES AS THEY MAY EXIST INITIALLY OR LATER BE MODIFIED, UPGRADED, OR OTHERWISE ALTERED, THE LOCAL GOVERNMENT SHALL PROVIDE FPL WITH A SUBSTITUTE LOCATION, INCLUDING ANY EASEMENTS THAT MAY BE NECESSARY, AND PAY ANY COSTS FOR THE RELOCATION, ADJUSTMENT, OR REARRANGEMENT. THE LOCAL GOVERNMENT SHALL ALSO REIMBURSE FPL FOR ANY COSTS TO LOCATE, EXPOSE, PROTECT OR SUPPORT THE FACILITIES. IN THE EVENT OF FUTURE CONSTRUCTION OR EXCAVATION IN CLOSE PROXIMITY TO THE FACILITIES, REQUEST A COPY OF THE RIGHT OF WAY AGREEMENT FROM DOC FILES/GO FOR FURTHER DETAILS.

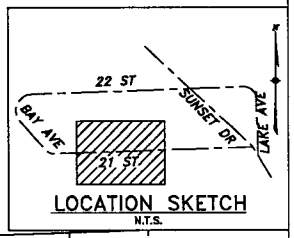
CONSTRUCTION NOTES – WR# 3085439

REQUIRED DRAWINGS
6024-6-1
6024-6-2
6024-6-3
6024-6-4
6024-6-5
6024-6-6
6024-9-1
6024-9-2
JS3085439-1 (NOTES)

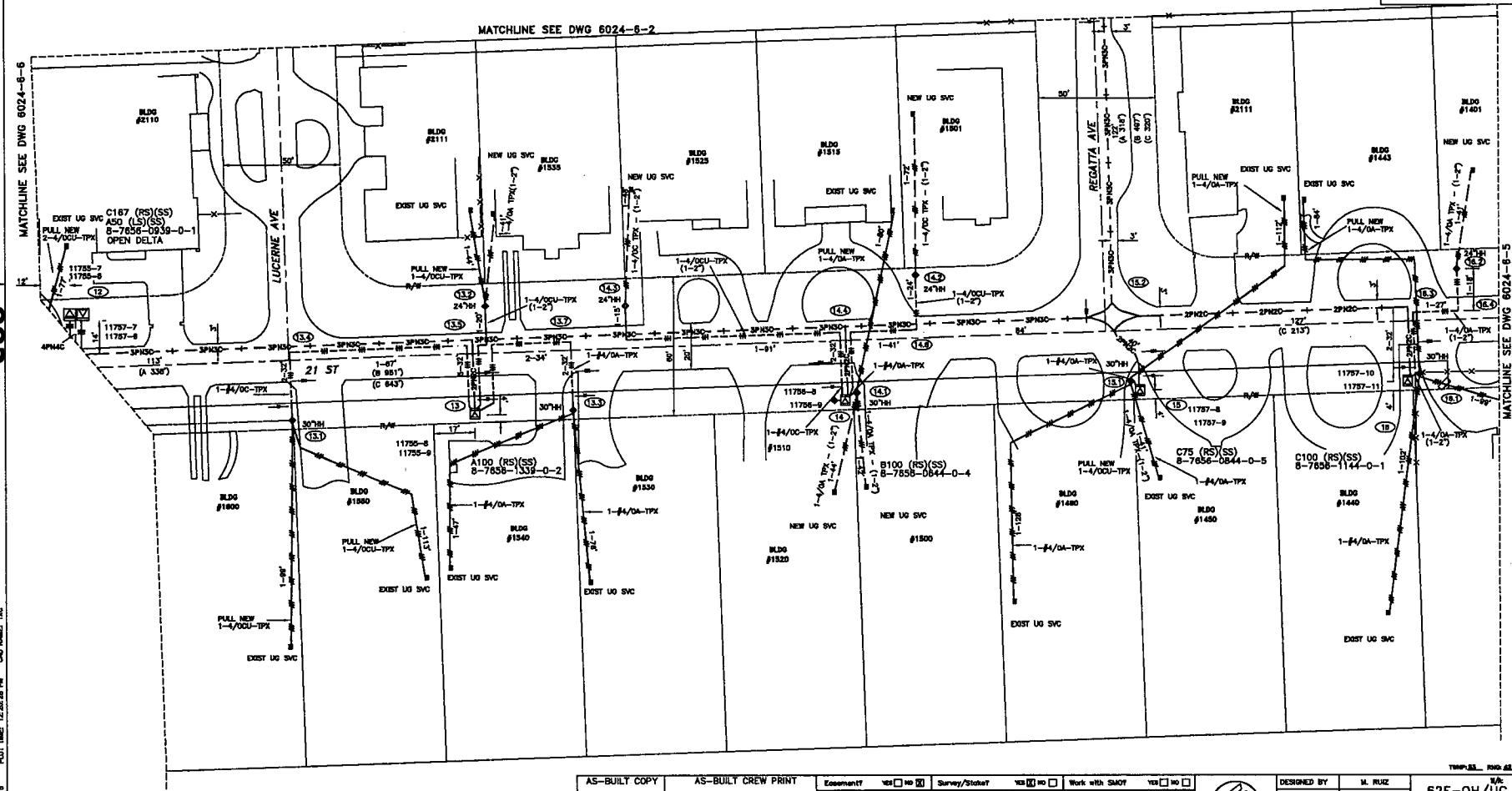
UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

REFERENCE DWG'S

6024-6-2
6024-6-4
6024-6-6
6024-9-1
6024-9-2



LOCATION SKETCH
N.T.S.



AS-BUILT COPY	AS-BUILT CREW PRINT
Foreman's Signature / Date	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Supervisor's Signature / Date	
All required ground rods have been driven & verified to be within FPL Standards. Values are shown at all locations.	
Foreman's Signature / Date	

Easement? YES ☐ NO ☒ | Survey/Stake? YES ☒ NO ☐ | Work with SMOT YES ☐ NO ☐
Tree Work? YES ☐ NO ☒ | Designer/Stake? YES ☐ NO ☐ | CT/Special Mtr? YES ☐ NO ☐
Map Posting? YES ☒ NO ☐ | Trench Feet | Duct Bank Feet
Permit Req: CITY X | DR. DIST. | COUNTY AIR | STATE RD | FAA
WMD | RR XING | COUNTY RD. | TRANSM.
Posted by | Telephone Request? YES ☒ NO ☐ | CATV Request? YES ☒ NO ☐

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEENARINE/M.R.
DATE	04/20/12
MAP NO.	V-0256

0 10 20 40 FEET

W/A: CD
62E-OH/UG CONVERSION
SUNSET ISLAND 4
V/O SUNSET DR & 21 ST
MIAMI BEACH, FL

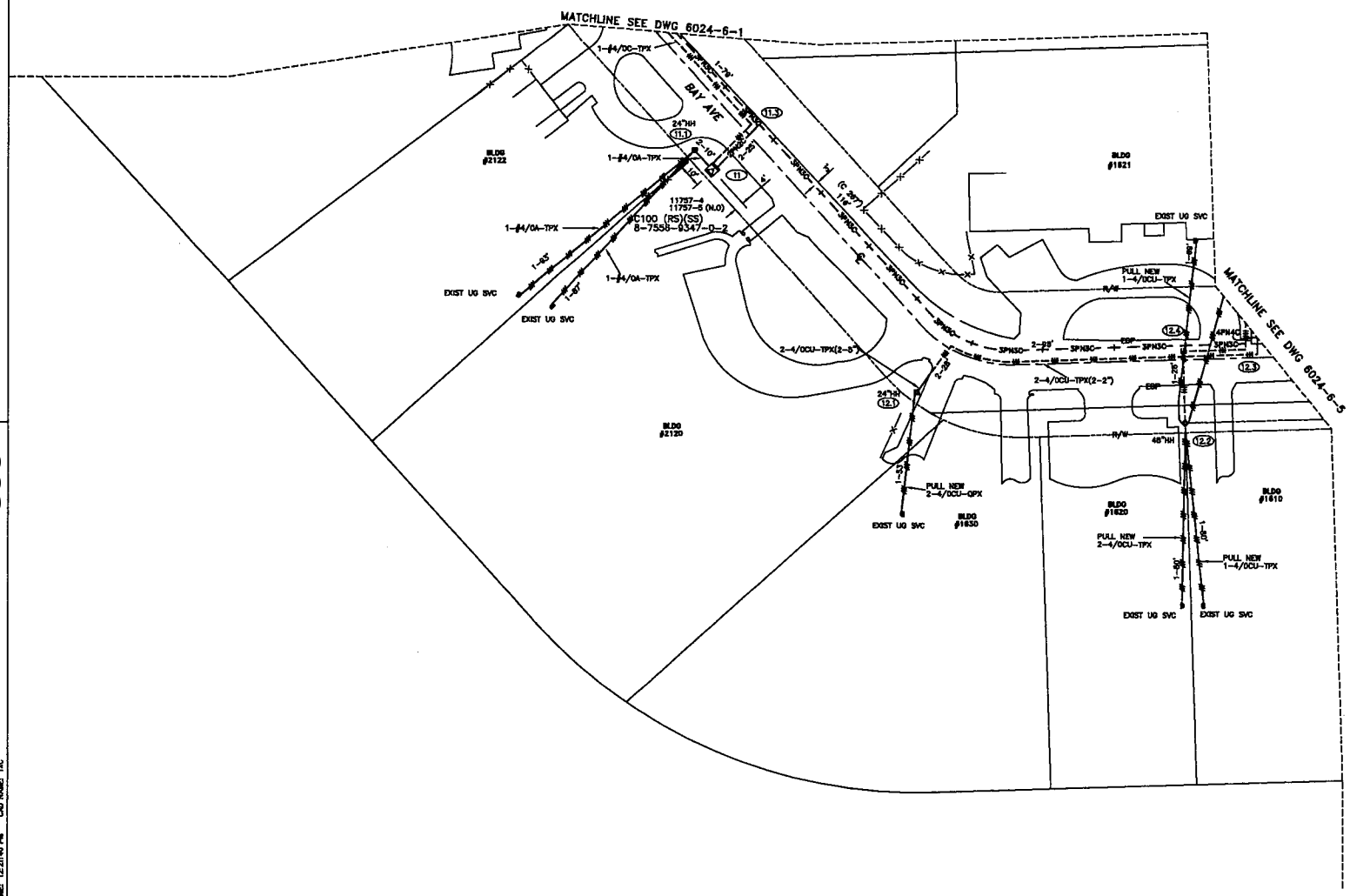
DWG NO. 6024-6-5
WR# 3085439 IWR# D030-85-439

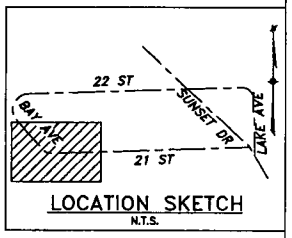
ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085439	D	04/20/12	OH TO UG CONVERSION INSTALL VISTA CABINET 1 & 2, PULL PRIMARY & FDR CBL TO SVC SUNSET ISLAND 4

PLOT DATE: 6/12/2018 PLOT TIME: 12:25:28 PM CAD NAME: TJC

TWP: 53 RNG: 42 SEC: 28 DTR: 2

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL





LOCATION SKETCH
N.T.S.

ATTENTION
ROW AGREEMENT

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CONSTRUCTION NOTES - WR# 3085439

REQUIRED DRAWINGS
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6024-6-2
6024-6-3
6024-6-4
6024-6-5
6024-6-6
JS3085439-1 (NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

REFERENCE DWG's

6024-6-1
6024-6-5
6024-9-1

TWP: 53 RNG: 42 SEC: 28 QTR: D

ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085439	0	04/20/12	CH TO UG CONVERSION INSTALL VISTA CABINET 1 & 2, PULL PRIMARY & FDR CBL TO SVC SUNSET ISLAND 4

AS-BUILT COPY — AS-BUILT CREW PRINT
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.

Easement? YES ☐ NO ☒ | Survey/Stake? YES ☒ NO ☐ | Work with SMO? YES ☐ NO ☐
Tree Work? YES ☐ NO ☒ | Designer/Stake? YES ☐ NO ☐ | CT/Special Mtr? YES ☐ NO ☐
Map Posting? YES ☒ NO ☐ | Trench Feet | Duct Bank Feet
PERMITS: CITY X | DR. DIST. | COUNTY AIR | STATE RD | FAA | WMD | RR XING | COUNTY RD. | TRANSM.
Posted by | Telephone Request? YES ☒ NO ☐ | CATV Request? YES ☒ NO ☐

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEEMARINE/M.R.
DATE	04/20/12
MAP NO.	V-0255

0 10 20 40 FEET

W/A: CD
62E-OH/UG CONVERSION
SUNSET ISLAND 4
V/O SUNSET DR & 21 ST
MIAMI BEACH, FL

DWG NO. 6024-6-6
WR: 3085439 PWR: D030-85-439

PLOT DATE: 8/12/2013 PLOT TIME: 12:31:40 PM CAD NAME: TRC

883

CITY/COUNTY RIGHT-OF-WAY
AGREEMENT FOR UNDERGROUND CONVERSIONS (WR# 3085435 & 3085439)

THIS AGREEMENT (the "**Agreement**") is made and entered into this _____ day of _____, 20_____ by and between CITY OF MIAMI BEACH (***Local Government"***), a Florida municipal corporation or county with an address of 1700 Convention Center Drive, Miami Beach, FL 331 and Florida Power & Light Company ("***FPL***"), a Florida corporation with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WHEREAS, Local Government has requested that FPL convert certain overhead electric distribution facilities located within the following boundaries (the "***Conversion***"): Sunset #3 & #4 Islands, in Miami Beach, FL (collectively, the "***Existing Overhead Facilities***") to underground facilities, including transformers, switch cabinets and other appurtenant facilities some of which may be installed above ground (collectively, the "***Underground Facilities***") and has further requested that certain of the Underground Facilities be placed in certain of its road rights-of-way (***"Local Government ROW"***) and/or certain road rights-of-way owned by or under the jurisdiction of other agencies (***"Other ROW"***). Local Government ROW and Other ROW may be referred to collectively as ***"ROW"***; and

WHEREAS, the Local Government has agreed to pay FPL the cost of such Conversion as required by FPL's electric tariff and Section 25-6.115 of the Florida Administrative Code and has or will enter into a separate Underground Facilities Conversion Agreement with FPL; and

WHEREAS, FPL is willing, subject to the terms and conditions set forth in this Agreement, FPL's electric tariff and Section 25-6.115 of the Florida Administrative Code, to place certain of the Underground Facilities in the ROW.

NOW THEREFORE, in recognition of the foregoing premises and the covenants and agreements set forth herein, and other consideration the sufficiency of which is hereby acknowledged, intending to be legally bound hereby, the parties covenant and agree as follows:

1. The foregoing recitals are true and correct, and are hereby incorporated by reference into this Agreement.

2. **Conditions Precedent to Placement of Underground Facilities in ROW**

(a) Local Government covenants, represents and warrants that:

(i) Local Government has full legal right and authority to enter into this Agreement;

(ii) Local Government has full legal right and authority to take all actions and measures necessary to fulfill Local Government's obligations under this Agreement;

(iii) Local Government hereby authorizes the use of the ROW by FPL for the purposes stated herein.

(b) All applicable permits for FPL to install, construct, or maintain Underground Facilities in ROW must be issued on a timely basis by the appropriate agency, subject to the timely filing for permits by FPL.

(c) Local Government agrees to provide, at its expense, a legal description that is acceptable to FPL of the ROW to be occupied by the Underground Facilities at a time before FPL initiates the design of the Underground Facilities. Said legal description shall be made part of this Agreement and attached as Exhibit "A".

(d) FPL agrees to identify and document all existing FPL underground facilities within the ROW that will not be included under this Agreement. Local Government shall reimburse FPL's reasonable costs and expenses to deliver said documentation. Said documentation shall be made part of this Agreement and attached as Exhibit "B".

(e) FPL warrants that the design of the Underground Facilities to which Local Government has agreed are in compliance with all operational and safety guidelines, codes and standards. FPL and Local Government have mutually agreed upon the location of the facilities within the ROW as per the construction drawings. Said construction drawings shall be attached as Exhibit "C" to this agreement, are part of this agreement, and may be amended to reflect changes to location of facilities as required.

3. **Relocation and Rearrangement of FPL Facilities.** If the Local Government or other agency with control over the Local Government ROW or Other ROW, for any reason whatsoever, requires that FPL relocate or rearrange, in whole or in part, any Underground Facilities (as they are to exist as a result of this Conversion, or as they may later be modified, upgraded, or otherwise altered) from or within the Local Government ROW or Other ROW, the Local Government, notwithstanding any language to the contrary in any applicable permit or franchise agreement, and prior to any such relocation by FPL, shall provide FPL with a substitute location, satisfactory to FPL, obtain any easements that may be necessary, and shall pay FPL for the costs of any such relocation, adjustment or rearrangement, now or in the future. Local Government shall reimburse FPL for all costs to locate, expose, protect or support the Underground Facilities, whether underground or above ground, in the event of future construction or excavation in close proximity to the Underground Facilities, when such services are required by Local Government or other agency with control over the Local Government

ROW or Other ROW Local Government shall use its best efforts in any design and construction of its future road improvement projects to avoid or mitigate the necessity of relocating or adjusting the Underground Facilities in Local Government ROW and, to the extent reasonably practicable, in Other ROW.

Local Government shall only be responsible for relocation costs associated with replacement facilities conforming to FPL standards in effect at the time of relocation. Any costs associated with the replacement facilities to provide increased capacity, improved reliability, future use facilities, or other such enhancements over and above the FPL standards in effect at the time of the relocation shall not be the responsibility of Local Government.

Nothing herein shall preclude Local Government from obtaining reimbursement for any and all costs requiring FPL to relocate or rearrange any of its Underground Facilities from that entity which initiated the requirement for the relocation or rearrangement of the facilities, excluding only other agencies which own or have jurisdiction over the ROW.

FPL shall be responsible for any and all costs of removal or relocation when such removal or relocation is initiated by FPL. Additionally, FPL agrees that when any portion of a street is excavated by FPL in the location, relocation or repair of any of its facilities when said location, relocation or repair is initiated by FPL, the portion of the street so excavated shall, within a reasonable time and as early as practical after such excavation, be replaced by FPL at its expense in a condition as good as it was at the time of such excavation.

The FPL cable and conduit system will be designed/installed under the pavement area at the Applicant's request; however, if these facilities ever need to be uncovered and repaired / replaced in the future, the Applicant will be responsible for all site restoration costs of the repair / replacement of the cable / conduit system.

4. **Abandonment or Sale of Local Government ROW.** If the Local Government desires to subsequently abandon or discontinue use of the Local Government ROW, and ownership of the land is transferred to a private party, the Local Government, as a condition of and prior to any such sale, abandonment, or vacation, shall grant FPL an easement satisfactory to FPL for the Underground Facilities then existing within the ROW or require the transferee to so grant FPL an easement satisfactory to FPL at the time of transfer. If ownership of the Local Government ROW is transferred to another public entity, that public entity shall take the ROW subject to the terms and conditions of this Agreement.

5. **Term.** This Agreement shall remain in effect for as long as FPL or any successor or assign owns or operates the Underground Facilities placed in the ROW.

6. **Title and Ownership of Underground Facilities**. Title and ownership of Underground Facilities installed by FPL as a result of this Agreement shall, at all times, remain the property of FPL.

7. **Conversion Outside ROW**. In the event that the FPL Underground Facilities are not, for any reason other than the sole error of FPL or its contractors, constructed within the ROW, Local Government shall grant or secure, at Local Government's sole cost and expense, new easements or ROW grants for the benefit of FPL for the placement of the Underground Facilities in these areas, and shall secure subordinations of any mortgages affecting these tracts to the interest of FPL. In the alternative, at the discretion of Local Government, Local Government shall reimburse FPL for all costs incurred to remove said facilities which were constructed outside the ROW and for reinstallation within the ROW. FPL shall be responsible at completion of construction for notifying Local Government in writing of FPL's approval and acceptance of the conversion as being constructed within the ROW. Upon acceptance there shall be no further responsibility on the Local Government for relocations referenced in this paragraph.

8. **Agreement Subject to FPL's Electric Tariff.** This Agreement is subject to FPL's electric tariff, including but not limited to the general rules and regulations for electric service and the rules of the Florida Public Service Commission.

9. **Venue; Waiver of Jury Trial**. 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, FPL and the Local Government 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. This Agreement shall be construed in accordance with the laws of the State of Florida.

10. **Attorney Fees.** In the event it becomes necessary for either party to institute or defend legal proceedings as a result of the failure of the other party to comply with the terms, covenants, or provisions of this Agreement, each party in such litigation shall bear its own cost and expenses incurred and extended in connection therewith, including, but not limited to attorneys' fees and court costs through all trial and appellate levels.

11. **Assignment.** The Local Government shall not assign this Agreement without the written consent of FPL

12. **Recording.** This Agreement shall be adopted by the Local Government and maintained in the official records of Local Government for the duration of the term of this Agreement. This Agreement also shall be recorded in the Official Records of the County in which the Underground Facilities are located, in the place and in the manner in which deeds are typically recorded.

13. **Conflict between Terms of Permit or Franchise Agreement.** In the event of a conflict between the terms of this Agreement and any permit or franchise agreement entered into by Local Government and FPL, the terms of this Agreement shall control.

14. **Notice.** Any notice, instruction or other communication to be given to either party hereunder shall be in writing and shall be hand delivered, telecopied, sent by Federal Express or a comparable overnight service or by U. S. registered or certified mail, with return receipt requested and postage prepaid to each party at their respective addresses set forth below:

As to Local Government:

_____
_____
_____
_____
_____

With copies to:

_____
_____
_____
_____
_____

As to FPL:

FPL
700 Universe Blvd.
Juno Beach, FL 33408
Attn.: Legal department

IN WITNESS WHEREOF, Florida Power & Light Company and Local Government have executed this Agreement on the date first set forth above.

For CITY OF MIAMI BEACH

By:_____
(signature)

Name:_____
(print or type)

Title:_____
(print or type)

By:_____
(signature)

Name:_____
(print or type)

Title:_____
(print or type)

Approved as to Terms and Conditions:_____
(signature/title)

Approved as to Form and Legal Sufficiency: Raul J. Cuervo / City Attorney NK
(signature/title)

For **FLORIDA POWER & LIGHT COMPANY**

By:_____
(signature)

Name:_____
(print or type)

Title:_____
(print or type)

Exhibit A

WR #'s 3085435 & 3085439

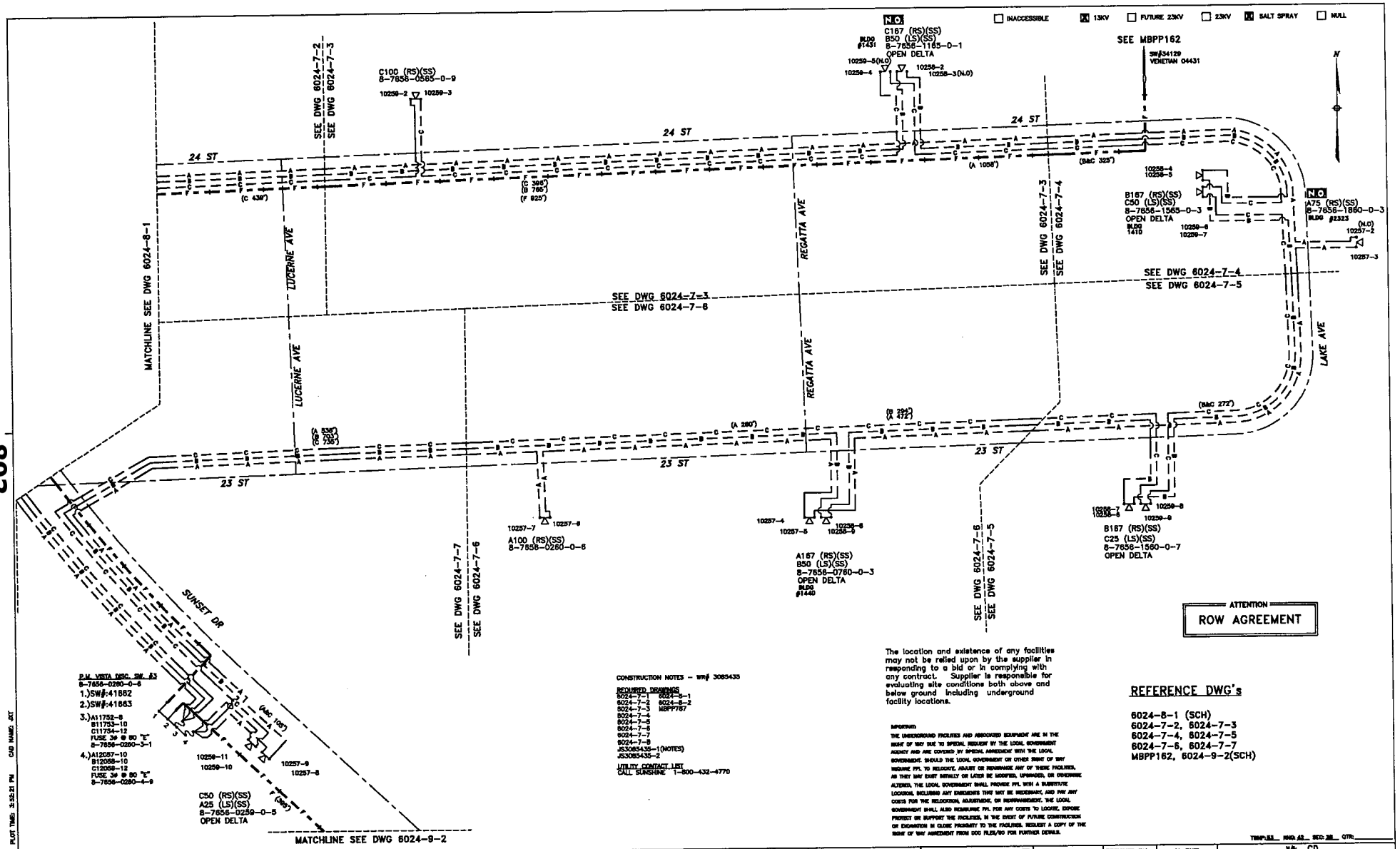
Exhibit B

WR #'s 3085435 & 3085439

Currently, there is no existing underground equipment within the road right-of-way.

Exhibit C

WR #'s 3085435 & 3085439



ATTENTION
ROW AGREEMENT

CONSTRUCTION NOTES – wm# 3085435

REQUIRED DRAWINGS
6024-7-1 6024-8-1
6024-7-2 6024-8-2
6024-7-3 MBPP767
6024-7-4
6024-7-5
6024-7-6
6024-7-7
6024-7-8
JS3085435-1(NOTES)
JS3085435-2

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

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REFERENCE DWG's

6024-8-1 (SCH)
6024-7-2, 6024-7-3
6024-7-4, 6024-7-5
6024-7-6, 6024-7-7
MBPP162, 6024-9-2(SCH)

ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085435	2	06/06/12	OH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3
	3085435	1	06/10/11	I.P.C.: INST PMDS# 4 & RENUMBER LOOP 11752, 11753 11754 & ADDED LOOP# 12057, 12058, 12059
	3085435	0	06/05/09	INST. FDR, PRIMARY, P.M.D.S.#3, AND TX'S, TO SVC SUNSET ISLAND 3

AS-BUILT COPY — AS-BUILT CREW PRINT
Foreman's Signature — Date
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Supervisor's Signature — Date
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Foreman's Signature — Date

Easement? YES ☐ NO ☐
Tree Work? YES ☐ NO ☐
Map Posting? YES ☒ NO ☐
Posted by

Survey/Stake? YES ☒ NO ☐
Designer/Stake? YES ☐ NO ☐
Trench Feet
Telephone Request? YES ☒ NO ☐

Work with SMOV YES ☐ NO ☐
CT/Special Mtr? YES ☐ NO ☐
Duct Bank Feet
POWER FEED: CITY, DR. DIST., COUNTY AIR, STATE RD, FAA; WMD, RR XING, COUNTY RD., TRANSM.
CATV Request? YES ☐ NO ☐

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. HEDRINGTON
DATE	06/06/12
MAP NO.	V-0255
0 N.T.S FEET	

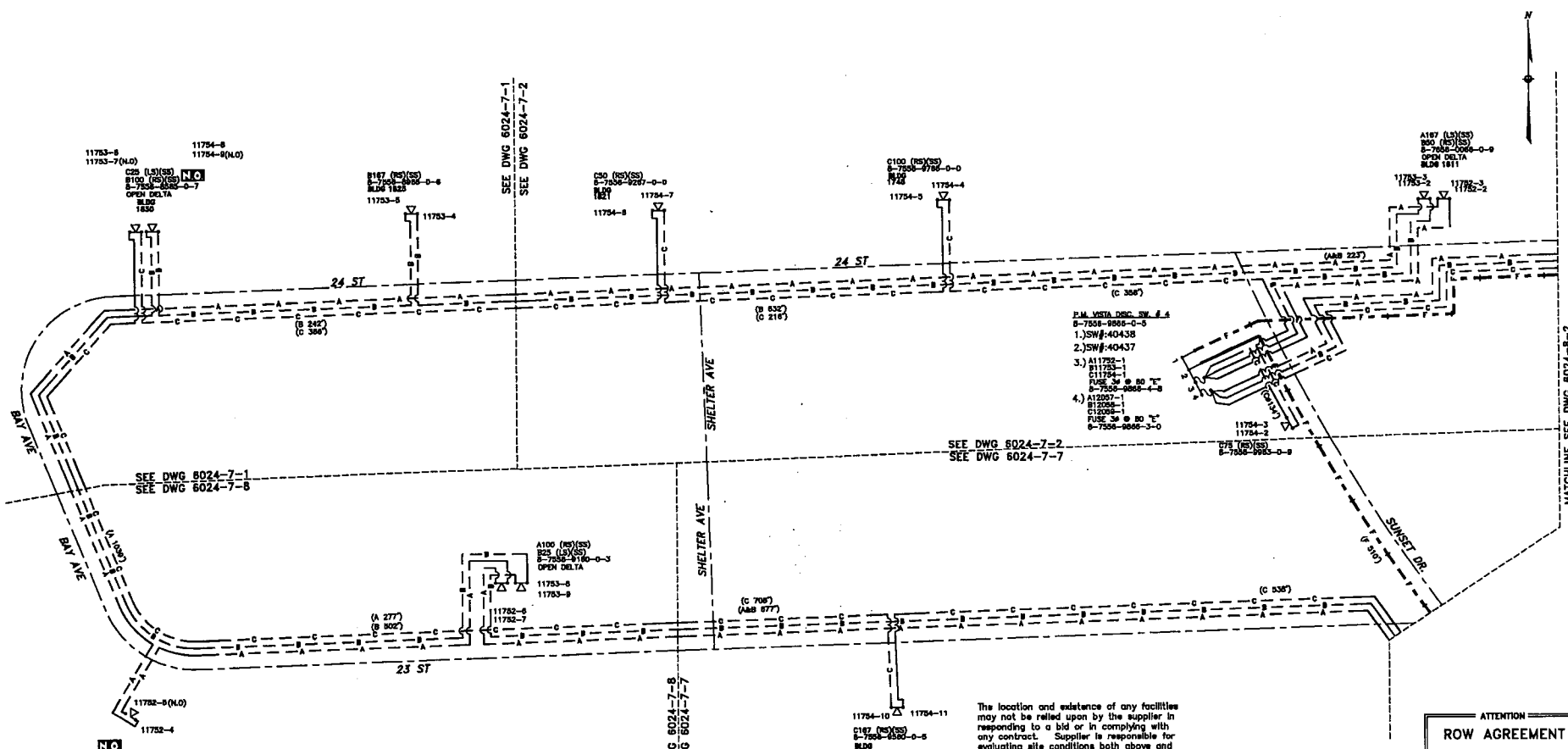
W/E CD
OH TO URD CONVERSION
SUNSET ISLAND 3
SUNSET DR. N/O W. 22ND ST
MIAMI BEACH/ MIAMI DADE CNTY, FL

DWG NO. 6024-8-2
WM: 3085435 INR: D030-85-435

TWP: 53 RNG: 42 SEC: 28 QTR:

PLOT DATE: 6/15/2015 PLOT TIME: 3:52:21 PM CAD NAME: JST

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL



CONSTRUCTION NOTES – WM# 3085435

REQUIRED DRAWINGS
6024-7-1 6024-8-1
6024-7-2 6024-8-2
6024-7-3 MBP7787
6024-7-4
6024-7-5
6024-7-6
6024-7-7
6024-7-8
JS3085435-1(NOTES)
JS3085435-2

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ATTENTION
ROW AGREEMENT

REFERENCE DWG's

6651-3
6024-7-1, 6024-7-2
6024-8-2 (SCH)
6024-7-7, 6024-7-8

ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085435	2	06/08/12	OH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3
	3085435	1	08/10/11	I.P.C.: INST PMDS# 4 & RENUMBER LOOP 11752, 11753 11754 & ADDED LOOP# 12057, 12058, 12059
	3085435	0	06/05/06	INST. FDR, PRIMARY, P.M.D.S.#3, AND TX'S, TO SVC SUNSET ISLAND 3

AS-BUILT COPY — AS-BUILT CREW PRINT

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Tree Work? YES ☐ NO ☐ | Designer/Stake? YES ☐ NO ☐ | CT/Special Mtr? YES ☐ NO ☐
Map Posting? YES ☒ NO ☐ | Trench Feet | Duct Bank Feet
Posted by | CITY | DR. DIST. | COUNTY AIR | STATE RD | FAA | WMD | RR XING | COUNTY RD. | TRANSM.
Telephone Request? YES ☒ NO ☐ | CATV Request? YES ☐ NO ☐

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. HEDRINGTON
DATE	06/08/12
MAP NO.	V-0255
0 N.T.S FEET	

U/k CD
OH TO URD CONVERSION
SUNSET ISLAND 3
SUNSET DR. N/O W. 22ND ST
MIAMI BEACH/ MIAMI DADE CNTY, FL

DWG NO. 6024-8-1
WM 3085435 IWR D030-85-435

TWNP: 53 RNG: 42 SEC: 33 CTR:

PLOT DATE: 2/20/2015 PLOT TIME: 3:06:29 PM CAD NAME: JTT

894

SURVEY AS-BUILT NOTES

0000-00-000 MA-FB #6 PG.55 (1-3-58)

0000-00-000 MA-FB #11 PG.5 (9-20-60)

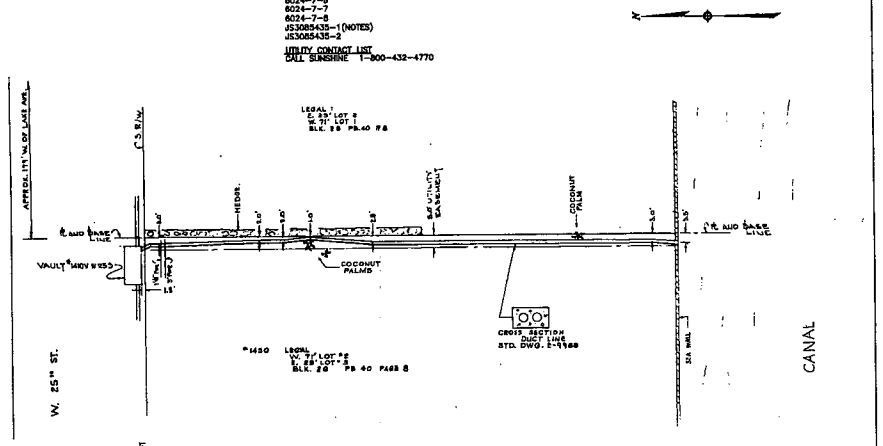
0000-00-000 MA-FB #1176 PG.41-45 (1-3-58)

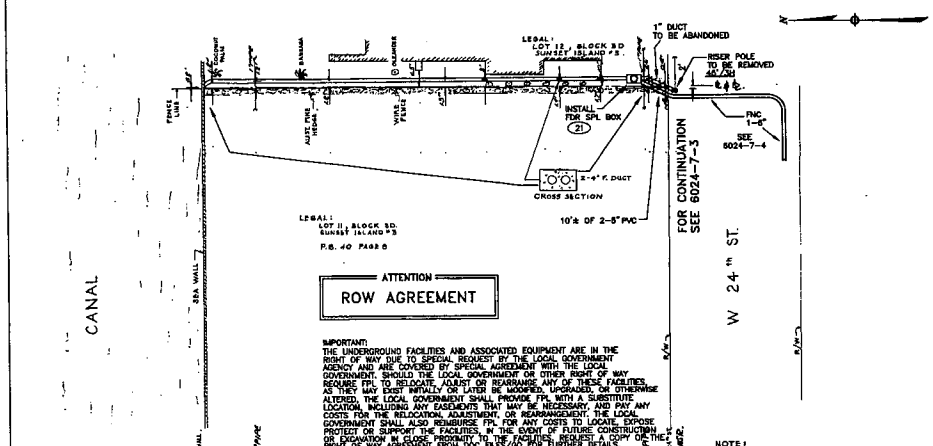
CONSTRUCTION NOTES – WR# 3085435

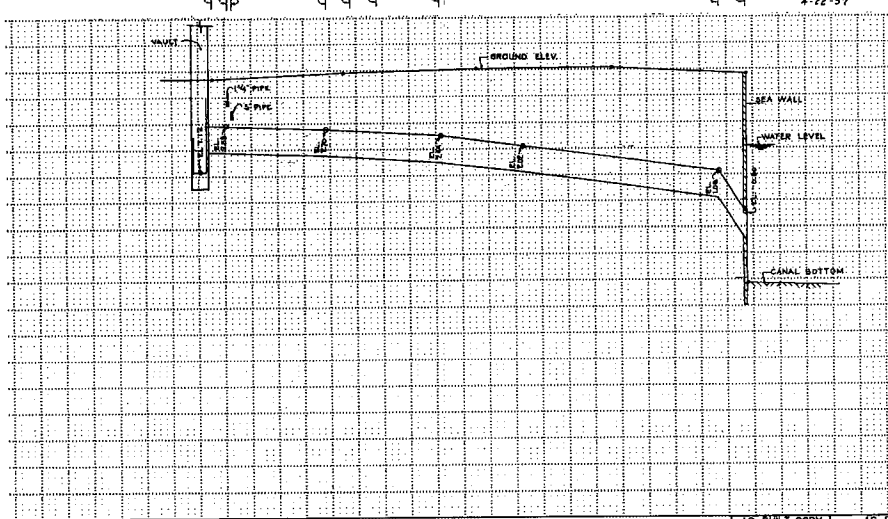
REQUIRED DRAWINGS
6024-7-1 6024-8-1
6024-7-2 6024-8-2
6024-7-3 MBPP787
6024-7-4 MBPP162
6024-7-5
6024-7-6
6024-7-7
6024-7-8
JS3085435-1 (NOTES)
JS3085435-2

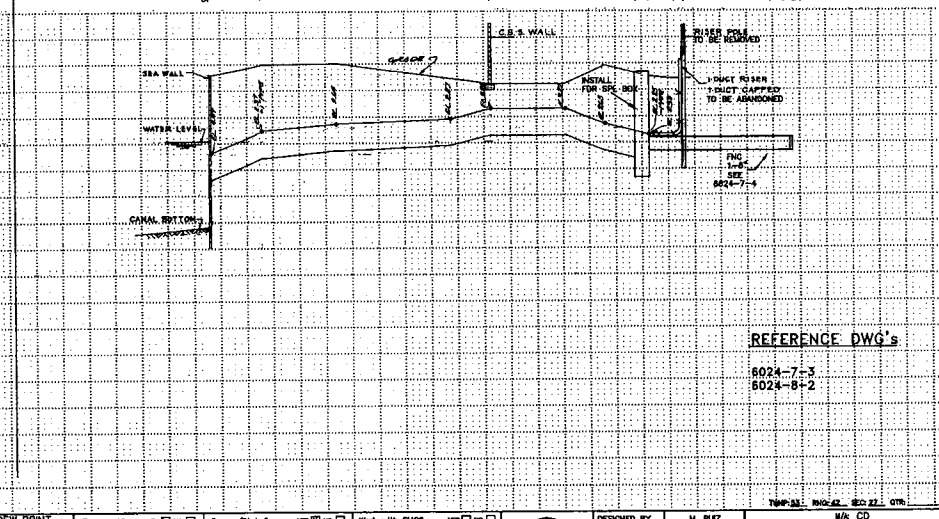
UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐









REFERENCE DWG's

6024-7-3
6024-8-2

ASBUILT	AUTH NO.	NO.	DATE	
	3085435	5	08/08/12	OH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3
	1900-05-883	4	03/15/99	RELOCATED PVC'S
	0000-00-000	3	03/13/92	AS BUILT
	0000-00-000	2	09/20/60	AS BUILT LEFT HALF
	0000-00-000	1	01/03/58	AS BUILT RIGHT HALF

AS-BUILT COPY — Initials, Clerk, Date

AS-BUILT CREW PRINT — Foreman's Signature, Date

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.

Superintendent's Signature, Date

All required ground rods Have been driven & verified to be within FPL Standards. Values are shown at all locations.

Foreman's Signature, Date

Easement? YES ☐ NO ☐ | Survey/Stake? YES ☒ NO ☐ | Work with SMOT YES ☐ NO ☐

Tree Work? YES ☐ NO ☐ | Designer/Stake? YES ☐ NO ☐ | CT/Special Mbr? YES ☐ NO ☐

Map Posting? YES ☒ NO ☐ | Trench Feet | Duct Bank Feet

PERMIT REQ.	CITY	DR. DIST.	COUNTY AIR	STATE RD	FAA
	MUD	RR XING	COUNTY RD.	TRANSM.	

Posted by | Telephone Request? YES ☒ NO ☐ | CATV Request? YES ☐ NO ☐

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEEHARINE
DATE	08/08/12
MAP NO.	V-0255

HORIZ. 0 20' 40' VERT. 0 20' 40'

M/A CD

MIAMI BEACH UNDERGROUND SYSTEM
V/O W 25 ST & LAKE AVE
MIAMI BEACH, FLORIDA

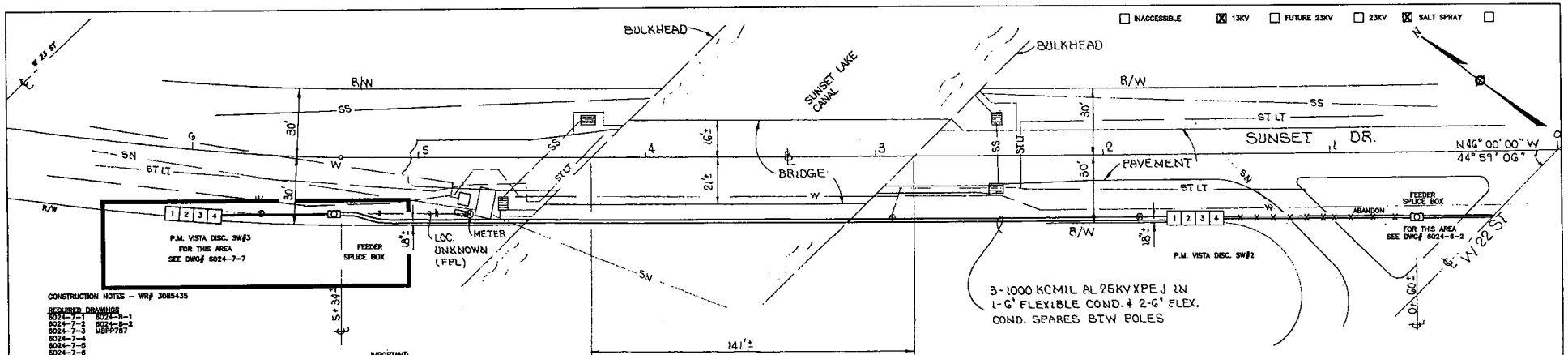
DWG NO. MBPP162
WR: 3085435 WR: D030-85-435

TWP-53 RNG-42 SEC-22 QTR:

PLOT DATE: 8/23/2015 PLOT TIME: 8:28:22 AM CAD NAME: MOR

895

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐



CONSTRUCTION NOTES – WR# 3085435

REQUIRED DRAWINGS
6024-7-1 6024-8-1
6024-7-2 6024-8-2
6024-7-3 MBPP787
6024-7-4
6024-7-5
6024-7-6
6024-7-7
6024-7-8
JS3085435-1(NOTES)
JS3085435-2

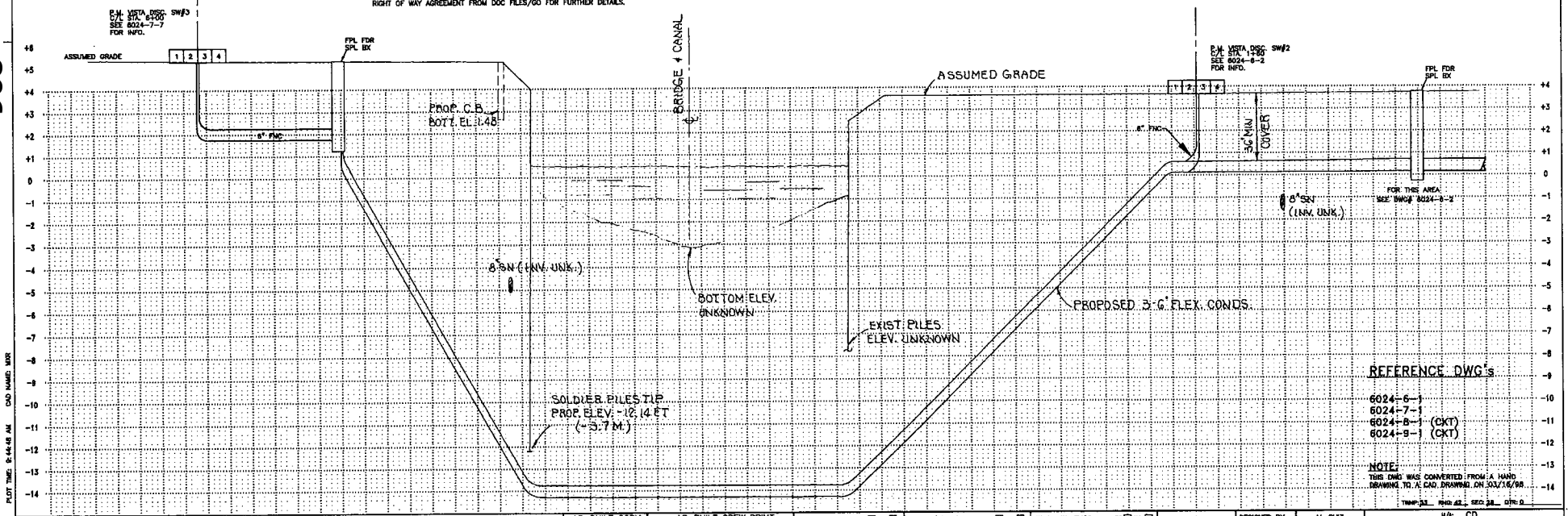
UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

ATTENTION
ROW AGREEMENT

IMPORTANT:
THE UNDERGROUND FACILITIES AND ASSOCIATED EQUIPMENT ARE IN THE RIGHT OF WAY DUE TO SPECIAL REQUEST BY THE LOCAL GOVERNMENT AGENCY AND ARE COVERED BY SPECIAL AGREEMENT WITH THE LOCAL GOVERNMENT. SHOULD THE LOCAL GOVERNMENT OR OTHER RIGHT OF WAY REQUIRE FPL TO RELOCATE, ADJUST OR REARRANGE ANY OF THESE FACILITIES AS THEY MAY EXIST INITIALLY OR LATER BE MODIFIED, UPGRADED, OR OTHERWISE ALTERED, THE LOCAL GOVERNMENT SHALL PROVIDE FPL WITH A SUBSTITUTE LOCATION, INCLUDING ANY EASEMENTS THAT MAY BE NECESSARY, AND PAY ANY COSTS FOR THE RELOCATION, ADJUSTMENT, OR REARRANGEMENT. THE LOCAL GOVERNMENT SHALL ALSO REIMBURSE FPL FOR ANY COSTS TO LOCATE, EXPOSE PROTECT OR SUPPORT THE FACILITIES, IN THE EVENT OF FUTURE CONSTRUCTION OR EXCAVATION IN CLOSE PROXIMITY TO THE FACILITIES. REQUEST A COPY OF THE RIGHT OF WAY AGREEMENT FROM DOC FILES/GO FOR FURTHER DETAILS.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.



REFERENCE DWG's
6024-6-1
6024-7-1
6024-8-1 (CKT)
6024-9-1 (CKT)

NOTE:
THIS DWG WAS CONVERTED FROM A HAND DRAWING TO A CAD DRAWING ON 03/16/98

TWP: 53 RNG: 42 SEC: 28 DTR: 0

ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085435	4	06/08/12	CH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3
	3085439	3	06/18/09	INST. FDR, PRIMARY, P.M.D.S.#1 & #2, AND TX'S, TO SVC SUNSET ISLAND 4
	3085435	2	06/18/09	INST. FDR, PRIMARY, P.M.D.S.#3, AND TX'S, TO SVC SUNSET ISLAND 3
	7224-04-883	1	12/09/98	MISC. CHANGES. ADDED SW#'S & REVISED CABLE IN CONDUIT
	7222-04-883	0	03/18/98	ORIGINAL DWG

AS-BUILT COPY — Initials / Dwt. Date
AS-BUILT CREW PRINT — Foreman's Signature / Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
Supervisor's Signature / Date
All required ground rods have been driven & verified to be within FPL Standards. Values are shown at all locations.
Foreman's Signature / Date

Easement? YES ☐ NO ☐ | Survey/Stake? YES ☒ NO ☐ | Work with SMO? YES ☐ NO ☐
Tree Work? YES ☐ NO ☐ | Designer/Stake? YES ☐ NO ☐ | CT/Special Mtr? YES ☐ NO ☐
Map Posting? YES ☒ NO ☐ | Trench Feet | Duct Bank Feet
Signed by
PERMITS REQUIRED: CITY | DR. DIST. | COUNTY AIR | STATE RD | FAA | WMD | RR XING | COUNTY RD. | TRANSM.
Telephone Request? YES ☒ NO ☐ | CATV Request? YES ☐ NO ☐

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEENARINE
DATE	06/08/12
MAP NO.	V-0255

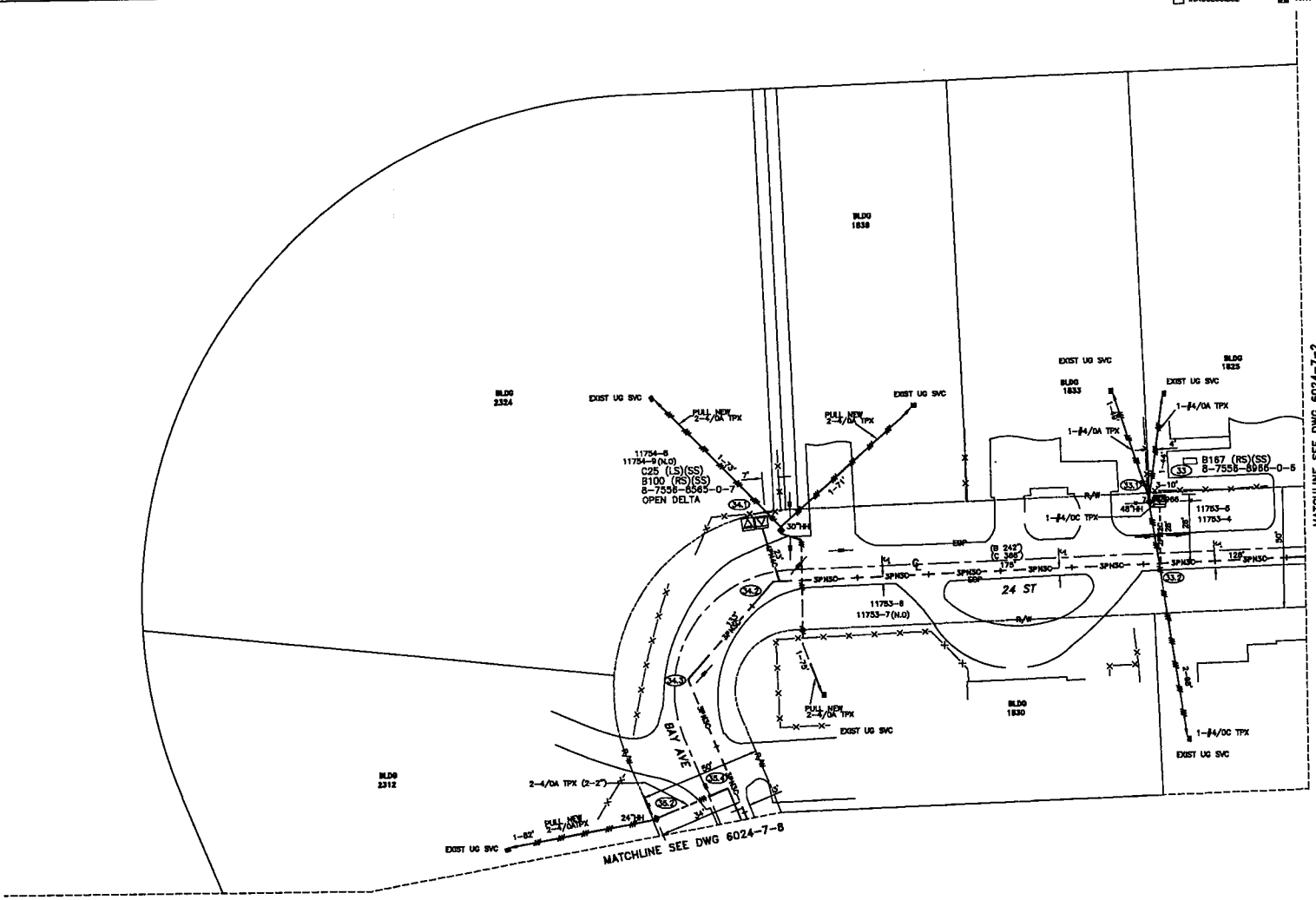
HORIZ. 0 10 20 40 — VERT. 0 1.0 2.0 4.0

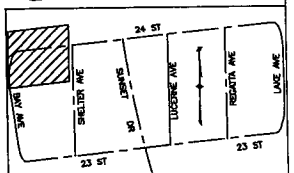
M/A: CD
MIAMI BEACH
UNDERGROUND SYSTEMS
BTWN W 22 ST & 23 ST ON SUNSET DR
MIAMI BEACH-FLORIDA

DWG NO. MBPP787
WR: 3085435 IWR: D030-85-435

PLOT DATE: 6/25/2015 PLOT TIME: 8:44:48 AM CAD NAME: MDR

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL





LOCATION SKETCH
N.T.S.

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

N

ATTENTION
ROW AGREEMENT

IMPORTANT:
THE UNDERGROUND FACILITIES AND ASSOCIATED EQUIPMENT ARE IN THE RIGHT-OF-WAY DUE TO SPECIAL REQUEST BY THE LOCAL GOVERNMENT AGENCY AND ARE COVERED BY SPECIAL AGREEMENT WITH THE LOCAL GOVERNMENT. SHOULD THE LOCAL GOVERNMENT OR OTHER RIGHT OF WAY REQUIRE FPL TO RELOCATE, ADJUST OR REARRANGE ANY OF THESE FACILITIES AS THEY MAY EXIST INITIALLY OR LATER BE MODIFIED, UPGRADED, OR OTHERWISE ALTERED, THE LOCAL GOVERNMENT SHALL PROVIDE FPL WITH A SUBSTITUTE LOCATION, INCLUDING ANY EASEMENTS THAT MAY BE NECESSARY, AND PAY ANY COSTS FOR THE RELOCATION, ADJUSTMENT, OR REARRANGEMENT. THE LOCAL GOVERNMENT SHALL ALSO REIMBURSE FPL FOR ANY COSTS TO LOCATE, EXPOSE, PROTECT OR SUPPORT THE FACILITIES. IN THE EVENT OF FUTURE CONSTRUCTION OR EXCAVATION IN CLOSE PROXIMITY TO THE FACILITIES, REQUEST A COPY OF THE RIGHT OF WAY AGREEMENT FROM DOC FILES/GO FOR FURTHER DETAILS.

CONSTRUCTION NOTES – WR# 3085435

REQUIRED DRAWINGS
6024-7-1
6024-7-2
6024-7-3
6024-7-4
6024-7-5
6024-7-6
6024-7-7
6024-7-8
JS3085436-1(NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

REFERENCE DWG's

6024-7-2
6024-7-8
6024-8-1(SCH)

TRMP: 53 ROAD: 48 SEC: 28 QTR: D

	3085435	0	04/18/12	OH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3
ASBUILT	AUTH NO.	NO.	DATE	REVISION

AS-BUILT COPY — AS-BUILT CREW PRINT
Foreman's Signature — Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
Supervisor's Signature — Date
All required ground rods have been driven & verified to be within FPL tolerance. Values are shown at all locations.
Foreman's Signature — Date

Easement? YES ☐ NO ☒
Tree Work? YES ☐ NO ☒
Map Posting? YES ☒ NO ☐
Posted by

Survey/Stake? YES ☒ NO ☐
Designer/Stake? YES ☐ NO ☐
Trench Feet
Telephone Request? YES ☒ NO ☐

Work with SMOT YES ☐ NO ☐
CT/Special Mtr? YES ☐ NO ☐
Duct Bank Feet
PERMIT REQUIRED: CITY X, DR. DIST., COUNTY AIR, STATE RD, FAA; WMD, RR XING, COUNTY RD., TRANSM.
CATV Request? YES ☒ NO ☐

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEEHARINE/M.R.
DATE	04/18/12
MAP NO.	V-0255

0 10 20 40 FEET

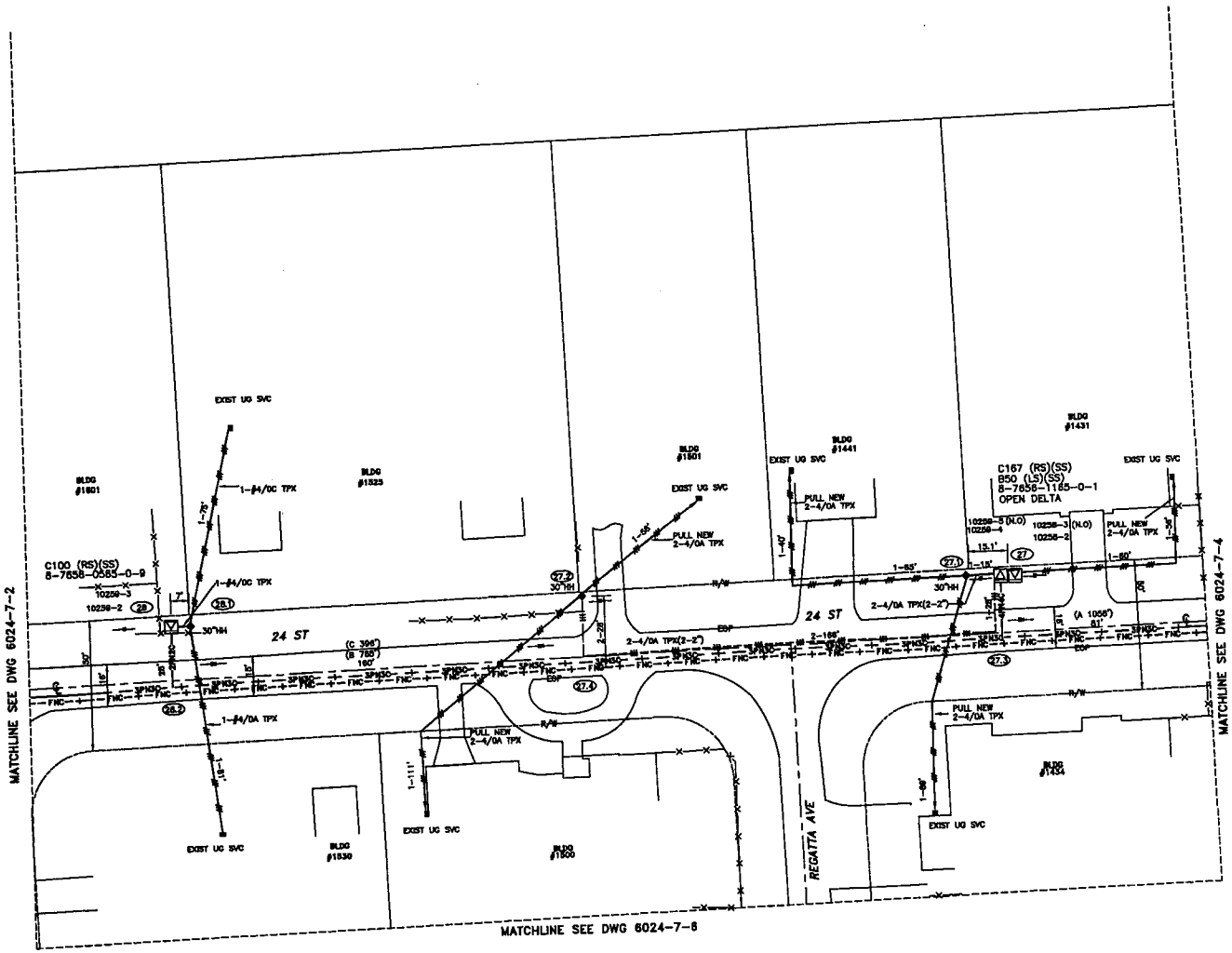
W/A CD
62E-OH/UG CONVERSION
SUNSET ISLAND 3
V/O SUNSET DR AND 23 ST
MIAMI BEACH, FL

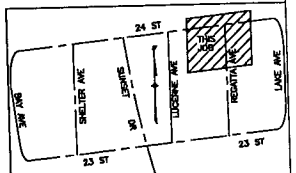
DWG NO. 6024-7-1
WR# 3085435 IWR# D030-85-435

PLOT DATE: 4/20/2015 PLOT TIME: 3:06:26 PM CAD NAME: ART

897

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL





LOCATION SKETCH
N.T.S.

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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

CONSTRUCTION NOTES – WR# 3085435

REQUIRED DRAWINGS
6024-7-1
6024-7-2
6024-7-3
6024-7-4
6024-7-5
6024-7-6
6024-7-7
6024-7-8
JS3085435-1(NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

N

ATTENTION
ROW AGREEMENT

IMPORTANT:
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REFERENCE DWG's

6024-7-4
6024-7-6
6024-7-2
6024-8-2(SCH)

TWNP: 54 RNG: 42 SEC: 28 QTR: D

AS-BUILT COPY — AS-BUILT CREW PRINT
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
All required ground rods have been driven & verified to be within FPL Standards. Values are shown at all locations.

Easement? YES ☐ NO ☒ | Tree Work? YES ☐ NO ☒ | Map Posting? YES ☒ NO ☐ | Posted by
Survey/Stake? YES ☒ NO ☐ | Designer/Stake? YES ☐ NO ☐ | Work with SMO? YES ☐ NO ☐ | CT/Special Mtr? YES ☐ NO ☐
Trench Feet | Duct Bank Feet
PERMITS: CITY X | DR. DIST. | COUNTY AIR | STATE RD | FAA | WMD | RR XING | COUNTY RD. | TRANSM.
Telephone Request? YES ☒ NO ☐ | CATV Request? YES ☒ NO ☐

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEEHARNE/M.R.
DATE	04/16/12
MAP NO.	V-0255

0 10 20 40 FEET

M/K CD
62E-OH/UG CONVERSION
SUNSET ISLAND 3
V/O SUNSET DR AND 23 ST
MIAMI BEACH, FL.

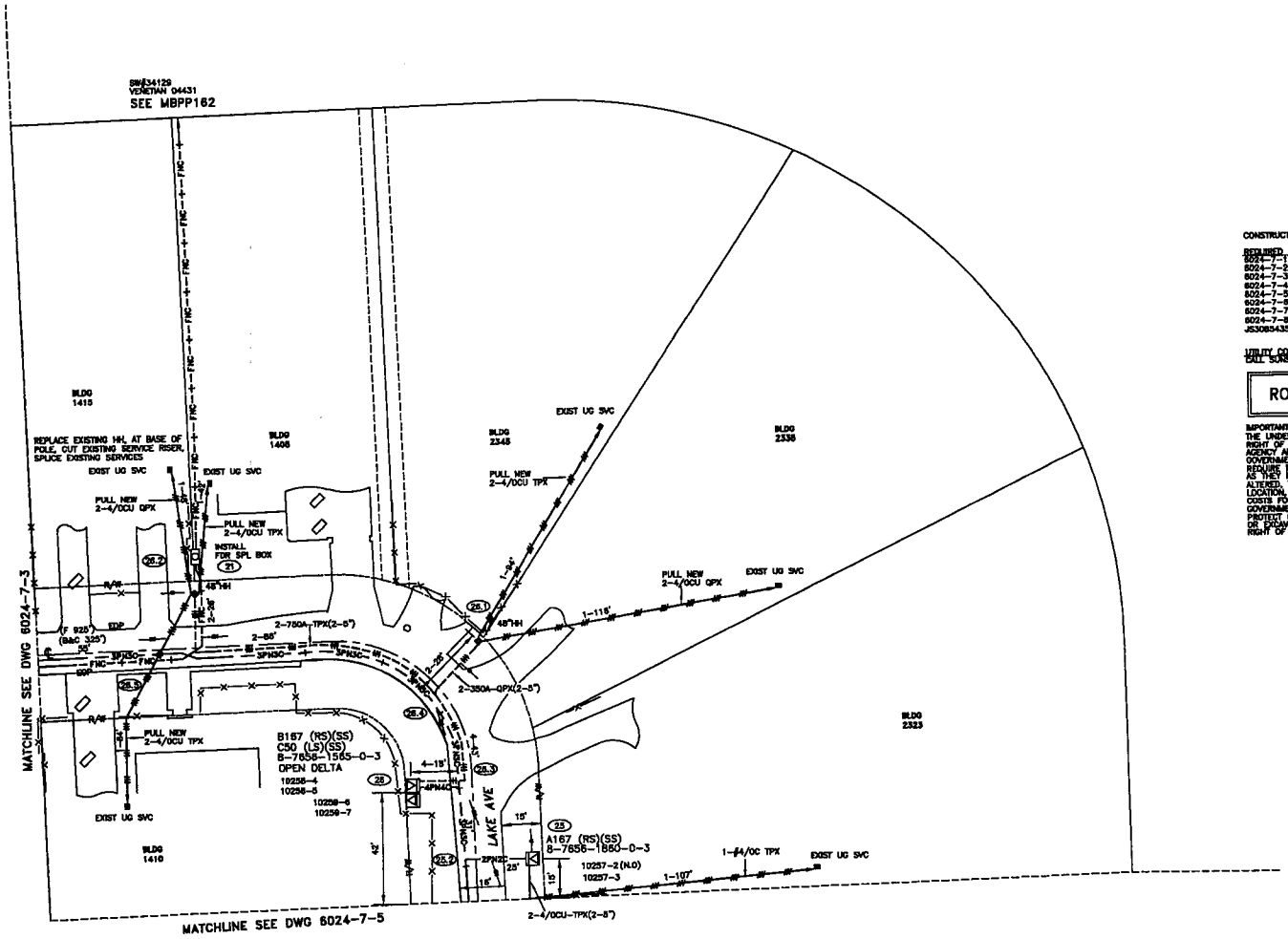
DWG NO. 6024-7-3
WR# 3085435 WR# D030-85-435

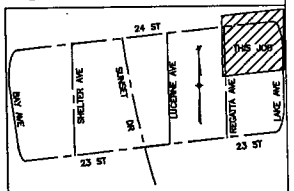
ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085435	0	04/16/12	OH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3

PLOT DATE: 7/27/2015 PLOT TIME: 10:12:50 AM CAD NAME: BRB

898

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL





LOCATION SKETCH
N.T.S.

CONSTRUCTION NOTES - WR# 3085435

REQUIRED DRAWINGS
6024-7-1
6024-7-2
6024-7-3
6024-7-4
6024-7-5
6024-7-6
6024-7-7
6024-7-8
JS3085435-1(NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

ATTENTION
ROW AGREEMENT

IMPORTANT:
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The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

REFERENCE DWG's

6024-7-3
6024-7-5
MBPP162
6024-8-2(SCH)

TWMP: 11 RWD: 42 NEC: 28 OTH: 0

AS-BUILT COPY	AS-BUILT CREW PRINT
Foreman's Signature / Date	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Supervisor's Signature / Date	
All required ground rods have been driven & verified to be within FPL Standards. Values are shown at all locations.	
Foreman's Signature / Date	

Easement? YES ☐ NO ☒
Tree Work? YES ☐ NO ☒
Map Posting? YES ☒ NO ☐
Posted by

Survey/Stake? YES ☒ NO ☐
Designer/Stake? YES ☐ NO ☐
Trench Feet
Work with SMO? YES ☐ NO ☐
CT/Special Mtr? YES ☐ NO ☐
Duct Bank Feet

CITY X	DR. DIST.	COUNTY AIR	STATE RD	FAA
WMD	RR XING	COUNTY RD.	TRANSM.	

Telephone Request? YES ☒ NO ☐
CATV Request? YES ☒ NO ☐

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. BEDNARINE/M.R.
DATE	04/16/12
MAP NO.	V-0255

0 10 20 40 FEET

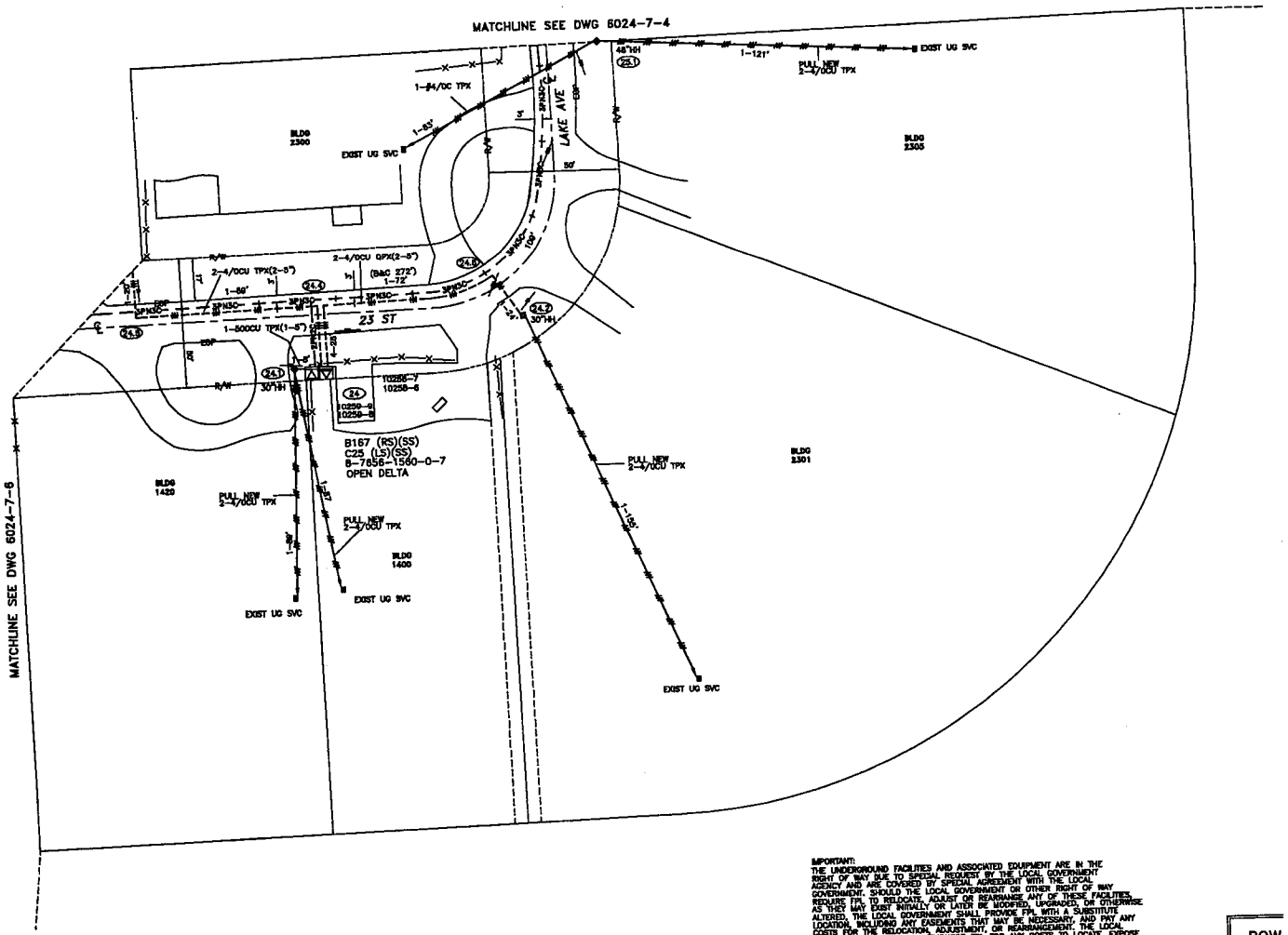
W/O CD
62E-OH/UG CONVERSION
SUNSET ISLAND 3
V/O SUNSET DR AND 23 ST
MIAMI BEACH, FL

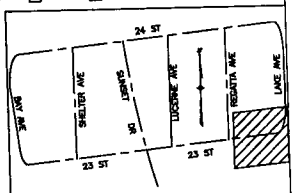
DWG NO. 6024-7-4
WR: 3085435 IWR: D030-85-435

ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085435	0	04/16/12	OH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3

PLOT DATE: 7/31/2015 PLOT TIME: 10:14:59 AM CAD NAME: BWB

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL





LOCATION SKETCH
N.T.S.

CONSTRUCTION NOTES – WR# 3085435

REQUIRED DRAWINGS
6024-7-1
6024-7-2
6024-7-3
6024-7-4
6024-7-5
6024-7-6
6024-7-7
6024-7-8
JS3085435-1(NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

REFERENCE DWG's

6024-7-4
6024-7-6
6024-8-2(SCH)

IMPORTANT:
THE UNDERGROUND FACILITIES AND ASSOCIATED EQUIPMENT ARE IN THE RIGHT OF WAY DUE TO SPECIAL REQUEST BY THE LOCAL GOVERNMENT AGENCY AND ARE COVERED BY SPECIAL AGREEMENT WITH THE LOCAL GOVERNMENT. SHOULD THE LOCAL GOVERNMENT OR OTHER RIGHT OF WAY REQUIRE FPL TO RELOCATE, ADJUST OR REARRANGE ANY OF THESE FACILITIES, AS THEY MAY EXIST INITIALLY OR LATER BE MODIFIED, UPGRADED, OR OTHERWISE ALTERED, THE LOCAL GOVERNMENT SHALL PROVIDE FPL WITH A SUBSTITUTE LOCATION, INCLUDING ANY EASEMENTS THAT MAY BE NECESSARY, AND PAY ANY COSTS FOR THE RELOCATION, ADJUSTMENT, OR REARRANGEMENT. THE LOCAL GOVERNMENT SHALL ALSO REIMBURSE FPL FOR ANY COSTS TO LOCATE, EXPOSE PROTECT OR SUPPORT THE FACILITIES, IN THE EVENT OF FUTURE CONSTRUCTION OR EXCAVATION IN CLOSE PROXIMITY TO THE FACILITIES. REQUEST A COPY OF THE RIGHT OF WAY AGREEMENT FROM DOC FILES/GO FOR FURTHER DETAILS.

ATTENTION
ROW AGREEMENT

TWNP: 53 RNG: 42 SECT: 28 CTR: 0

ASBUILT	3085435	0	04/18/12
	AUTH NO.	NO.	DATE

OH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3
REVISION

AS-BUILT COPY — Foreman's Signature — Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
Supervisor's Signature — Date

AS-BUILT CREW PRINT — Foreman's Signature — Date
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.
Foreman's Signature — Date

Easement?	YES ☐ NO ☒	Survey/Stake?	YES ☒ NO ☐
Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☐
Map Posting?	YES ☒ NO ☐	Trench Feet	
Posted by		Telephone Request?	YES ☒ NO ☐

Work with SMO?	YES ☐ NO ☐		
CT/Special Wtr?	YES ☐ NO ☐		
Duct Bank Feet			
CITY X	DR. DIST.	COUNTY AIR	STATE RD	FAA
WMD	RR XING	COUNTY RD.	TRANSM.	
CATV Request?	YES ☒ NO ☐		

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEENARINE/M.R.
DATE	04/18/12
MAP NO.	V-0255

0 10 20 40 FEET

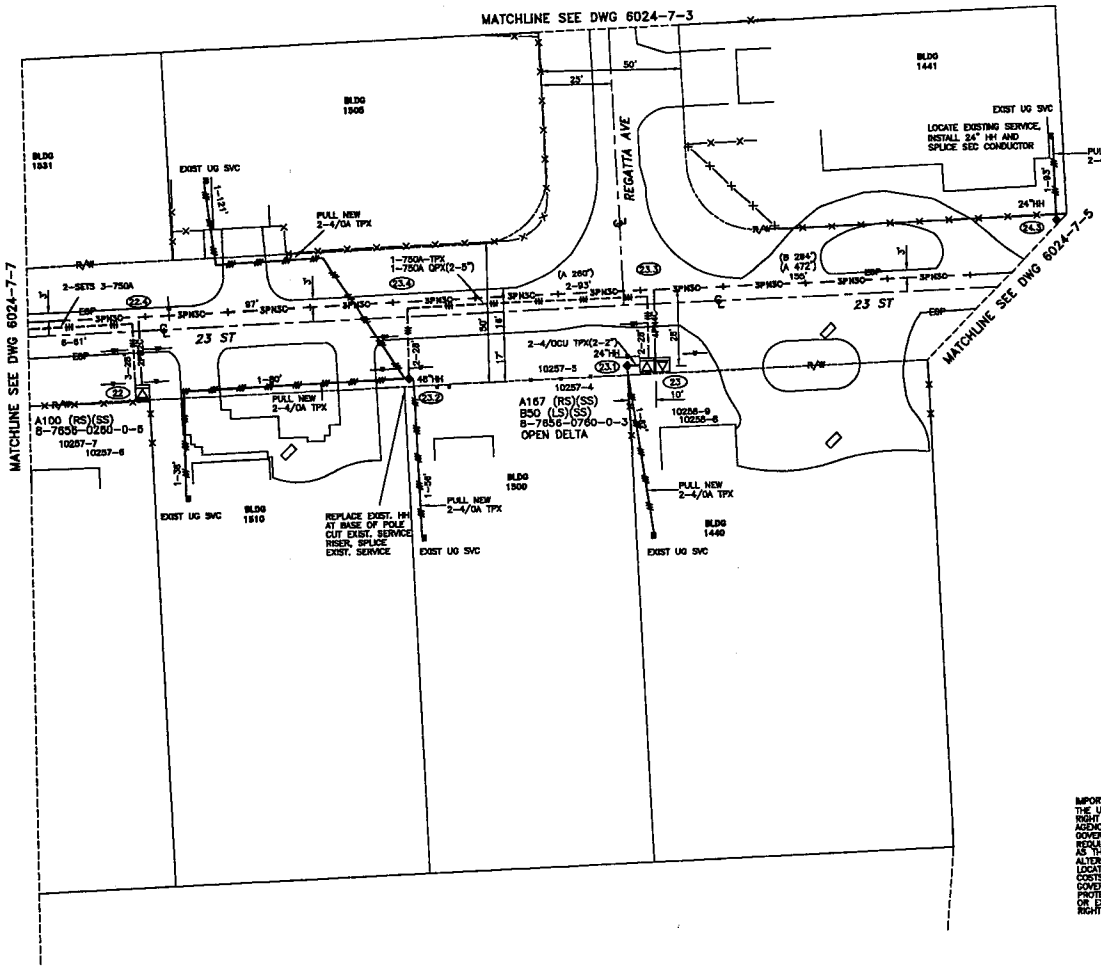
M/R: CD
62E-OH/UG CONVERSION
SUNSET ISLAND 3
V/O SUNSET DR AND 23 ST
MIAMI BEACH, FL

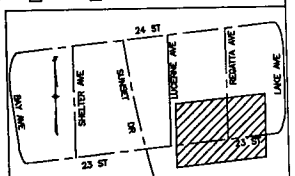
DWG NO. 6024-7-5
WR# 3085435 PWR# D030-85-435

PLOT DATE: 7/27/2015 PLOT TIME: 10:14:05 AM CAD NAME: BWB

900

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL





LOCATION SKETCH
N.T.S.

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

CONSTRUCTION NOTES – WR# 3085435

REQUIRED DRAWINGS
6024-7-1
6024-7-2
6024-7-3
6024-7-4
6024-7-5
6024-7-6
6024-7-7
6024-7-8
J63085435-1(NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

IMPORTANT:
THE UNDERGROUND FACILITIES AND ASSOCIATED EQUIPMENT ARE IN THE RIGHT OF WAY DUE TO SPECIAL REQUEST BY THE LOCAL GOVERNMENT AGENCY AND ARE COVERED BY SPECIAL AGREEMENT WITH THE LOCAL GOVERNMENT. SHOULD THE LOCAL GOVERNMENT OR OTHER RIGHT OF WAY REQUIRE FPL TO RELOCATE, ADJUST, OR REARRANGE ANY OF THESE FACILITIES AS THEY MAY EXIST INITIALLY OR LATER BE MODIFIED, UPGRADED, OR OTHERWISE ALTERED, THE LOCAL GOVERNMENT SHALL PROVIDE FPL WITH A SUBSTITUTE LOCATION, INCLUDING ANY EASEMENTS THAT MAY BE NECESSARY, AND PAY ANY COSTS FOR THE RELOCATION, ADJUSTMENT, OR REARRANGEMENT. THE LOCAL GOVERNMENT SHALL ALSO REIMBURSE FPL FOR ANY COSTS TO LOCATE, EXPOSE, PROTECT OR SUPPORT THE FACILITIES, IN THE EVENT OF FUTURE CONSTRUCTION OR EXCAVATION IN CLOSE PROXIMITY TO THE FACILITIES. REQUEST A COPY OF THE RIGHT OF WAY AGREEMENT FROM DOC FILES/GO FOR FURTHER DETAILS.

REFERENCE DWG's

6024-7-3
6024-7-5
6024-7-7
6024-8-2(SCH)

ATTENTION
ROW AGREEMENT

TWP: 53 RNG: 42 SEC: 28 QTR: D

ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085435	0	04/16/12	OH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3

AS-BUILT COPY — AS-BUILT CREW PRINT
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
All required ground rods have been driven & verified to be within FPL Standards. Values are shown at all locations.

Easement? YES ☐ NO ☒ | Tree Work? YES ☐ NO ☒ | Map Posting? YES ☒ NO ☐ | Posted by
Survey/Stake? YES ☒ NO ☐ | Designer/Staker? YES ☐ NO ☐ | Trench Feet | Telephone Request? YES ☒ NO ☐
Work with SMO? YES ☐ NO ☐ | CT/Special Mtr? YES ☐ NO ☐ | Duct Bank Feet | CATV Request? YES ☒ NO ☐
SEC: CITY X, DR. DIST., COUNTY AIR, STATE RD, FAA | PCM: WMD, RR XING, COUNTY RD., TRANSM.

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEENARINE/M.R.
DATE	04/16/12
MAP NO.	V-0255

0 10 20 40 FEET

W/K CD
62E-OH/UG CONVERSION
SUNSET ISLAND 3
V/O SUNSET DR AND 23 ST
MIAMI BEACH, FL

DWG NO. 6024-7-6
WR: 3085435 INR: D030-85-435

PLOT DATE: 7/21/2015 PLOT TIME: 10:12:58 AM CAD NAME: 6R6

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL

MATCHLINE SEE DWG 6024-7-2

MATCHLINE SEE DWG 6024-7-8

MATCHLINE SEE DWG 6024-7-6

MATCHLINE SEE DWG 6024-6-2

SHELTER AVE

LUCERNE AVE

SUNSET DR

23 ST

C75 (RS)(SS)
8-7556-9963-0-9

C167 (RS)(SS)
8-7556-9560-0-5

C50 (RS)(SS)
A25 (LS)(SS)
8-7556-0259-0-5
OPEN DELTA

BLDG #1745
BLDG #2300
BLDG #2301
BLDG #1531
BLDG #1750
BLDG #1800
BLDG #1730
BLDG #1710
BLDG #2277
BLDG #2285
#2270

EXIST UG SVC

1-#4/0C TPX

1-#4/0A TPX

2-4/0CU-TPX (2-2")

PULL NEW 2-4/0CU-TPX

2-SETS 3-750A

6-125' (A 538') (B 703') (C 735')

(C 708') (ABB 577')

(C 538') 165'

(C 510')

24"HH

30"HH

11754-10

11754-11

P.M. VISTA DISC. SW#3

LOCATE EXISTING 1FN3C AND TIE INTO NEW SW. CAB TERMINATE FDR INTO POS F1

10258-10
10259-11
10257-8
10257-9

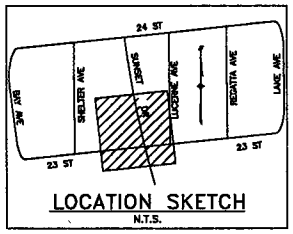
1-4/0A GPX (1-8')

FOR THIS AREA SEE MBPP787

OVERPASS

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



LOCATION SKETCH
N.T.S.

CONSTRUCTION NOTES – WR# 3085435

REQUIRED DRAWINGS
6024-7-1
6024-7-2
6024-7-3
6024-7-4
6024-7-5
6024-7-6
6024-7-7
6024-7-8
JS3085435-1(NOTES)
UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

P.M. VISTA DISC. SW#3			
GRID# 8-7556-0260-0-6			
COMPARTMENT 4	COMPARTMENT 3	COMPARTMENT 2	COMPARTMENT 1
A12057-10	A11752-8	SW.#41663	SW.#41662
B12058-10	B11753-10	8-7556-0260-2-2	8-7556-0260-1-4
C12059-12	C11754-12		
FUSE 3# @ 80 "E"	FUSE 3# @ 80 "E"		
8-7556-0260-4-9	8-7556-0260-3-1	SOUTH TO SW.#40436	NORTH TO SW.#40437

IMPORTANT:
THE UNDERGROUND FACILITIES AND ASSOCIATED EQUIPMENT ARE IN THE RIGHT OF WAY DUE TO SPECIAL REQUEST BY THE LOCAL GOVERNMENT AGENCY AND ARE COVERED BY SPECIAL AGREEMENT WITH THE LOCAL GOVERNMENT. SHOULD THE LOCAL GOVERNMENT OR OTHER RIGHT OF WAY REQUIRE FPL TO RELOCATE, ADJUST OR REARRANGE ANY OF THESE FACILITIES, AS THEY MAY EXIST INITIALLY OR LATER BE MODIFIED, UPGRADED, OR OTHERWISE ALTERED, THE LOCAL GOVERNMENT SHALL PROVIDE FPL WITH A SUBSTITUTE LOCATION, INCLUDING ANY EASEMENTS THAT MAY BE NECESSARY, AND PAY ANY COSTS FOR THE RELOCATION, ADJUSTMENT, OR REARRANGEMENT. THE LOCAL GOVERNMENT SHALL ALSO REIMBURSE FPL FOR ANY COSTS TO LOCATE, EXPOSE, PROTECT OR SUPPORT THE FACILITIES. IN THE EVENT OF FUTURE CONSTRUCTION OR EXCAVATION IN CLOSE PROXIMITY TO THE FACILITIES, REQUEST A COPY OF THE RIGHT OF WAY AGREEMENT FROM DOC FILES/DO FOR FURTHER DETAILS.

ATTENTION
ROW AGREEMENT

REFERENCE DWG's

6024-7-2, MBPP787
6024-7-6, 6024-6-2(SCH)
6024-7-8
6024-6-2
6024-9-2

TWP: 54 RNG: 42 SEC: 28 QTR: D

AS-BUILT COPY	AS-BUILT CREW PRINT
Crew Chief / Date	Foreman's Signature / Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Superintendent's Signature / Date	
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.	
Foreman's Signature / Date	

Easement? YES ☐ NO ☒
Tree Work? YES ☐ NO ☒
Map Posting? YES ☒ NO ☐
Posted by

Survey/Stake? YES ☒ NO ☐
Designer/Stake? YES ☐ NO ☐
Trench Feet
Work with SMO? YES ☐ NO ☐
CT/Special Mtr? YES ☐ NO ☐
Duct Bank Feet

CITY X	DR. DIST.	COUNTY AIR	STATE RD	FAA	
W&D	RR XING	COUNTY RD.	TRANSM.		

Telephone Request? YES ☒ NO ☐ CATV Request? YES ☒ NO ☐

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. BEDNARINE/M.R.
DATE	04/18/12
MAP NO.	V-0258

0 10 20 40 FEET

W/C CD
62E-OH/UG CONVERSION
SUNSET ISLAND 3
V/O SUNSET DR AND 23 ST
MIAMI BEACH, FL

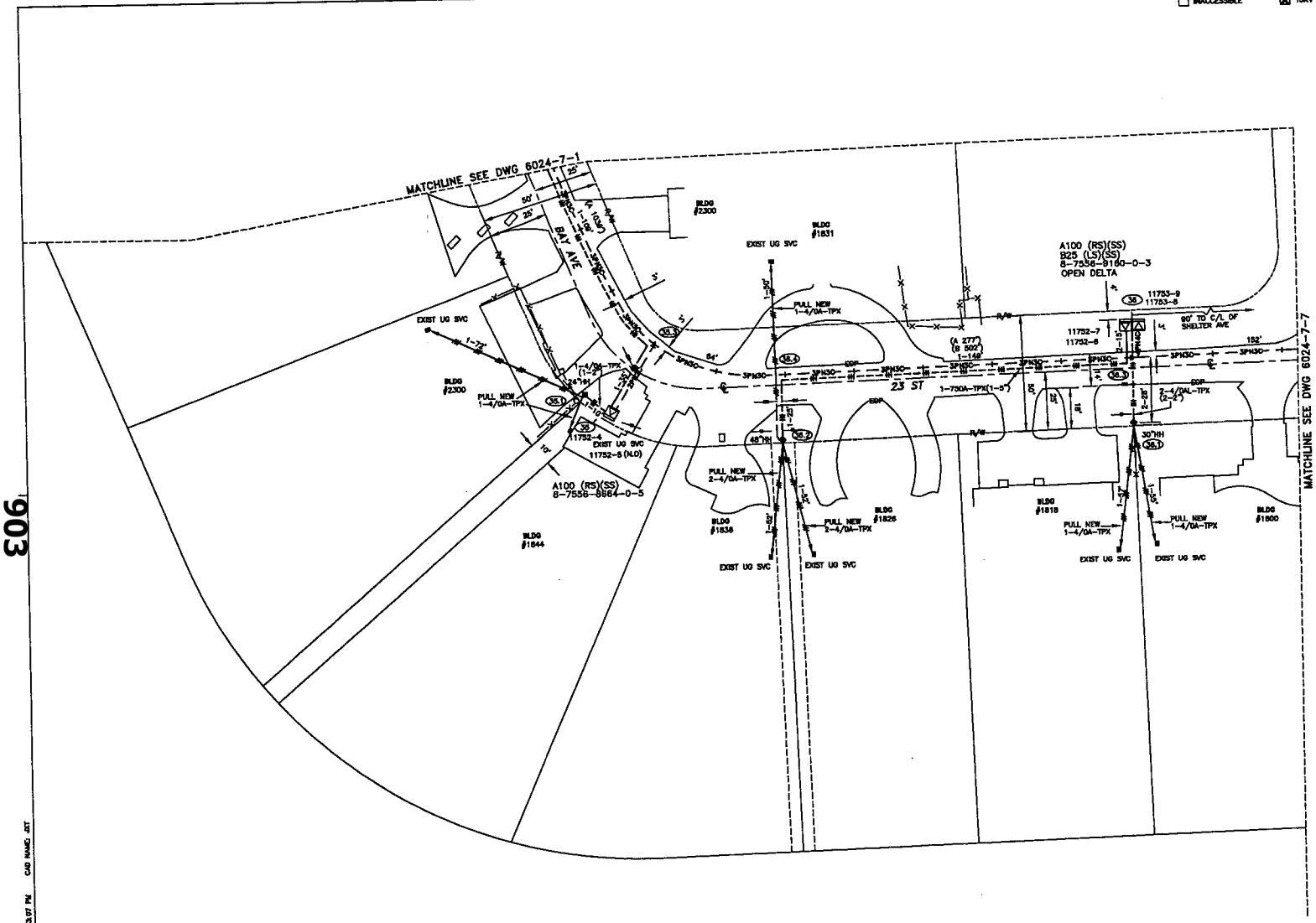
DWG NO. 6024-7-7
WR: 3085435 PWR: D030-85-435

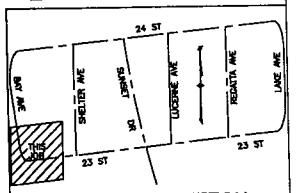
ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085435	0	04/18/12	OH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3

PLOT DATE: 9/20/2015 PLOT TIME: 3:12:52 PM CAD NAME: JST

902

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL





LOCATION SKETCH
N.T.S.

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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

N

ATTENTION

ROW AGREEMENT

IMPORTANT:
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CONSTRUCTION NOTES – WR# 3085435

REQUIRED DRAWINGS
6024-7-1
6024-7-2
6024-7-3
6024-7-4
6024-7-5
6024-7-6
6024-7-7
6024-7-8
JS3085435-1(NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

REFERENCE DWG's

6024-7-1
6024-7-7
6024-8-1(SCH)

TWNP: 53 RNG: 42 SEC: 28 CTY: D

AS-BUILT COPY	AS-BUILT CREW PRINT
Verified Date Crew Chief	Foreman's Signature Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Supervisor's Signature Date	
All required ground rods have been driven & verified to be within FPL Standards. Values are shown at all locations.	
Foreman's Signature Date	

Easement?	YES ☐ NO ☒	Survey/Stake?	YES ☒ NO ☐	Work with SMO?	YES ☐ NO ☐
Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☐	CT/Special Mtr?	YES ☐ NO ☐
Map Posting?	YES ☒ NO ☐	Trench Feet		Duct Bank Feet	
Posted by		Telephone Request? YES ☒ NO ☐		CATV Request? YES ☒ NO ☐	

PERMIT REQUIRED: CITY X, DR. DIST., COUNTY AIR, STATE RD, FAA; WMD, RR XING, COUNTY RD., TRANSM.

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	J. TORRES
DATE	8/19/15
MAP NO.	V-0255

0 10 20 40 FEET

W/O CD
62E-OH/UG CONVERSION
SUNSET ISLAND 3
V/O SUNSET DR AND 23 ST
MIAMI BEACH, FL

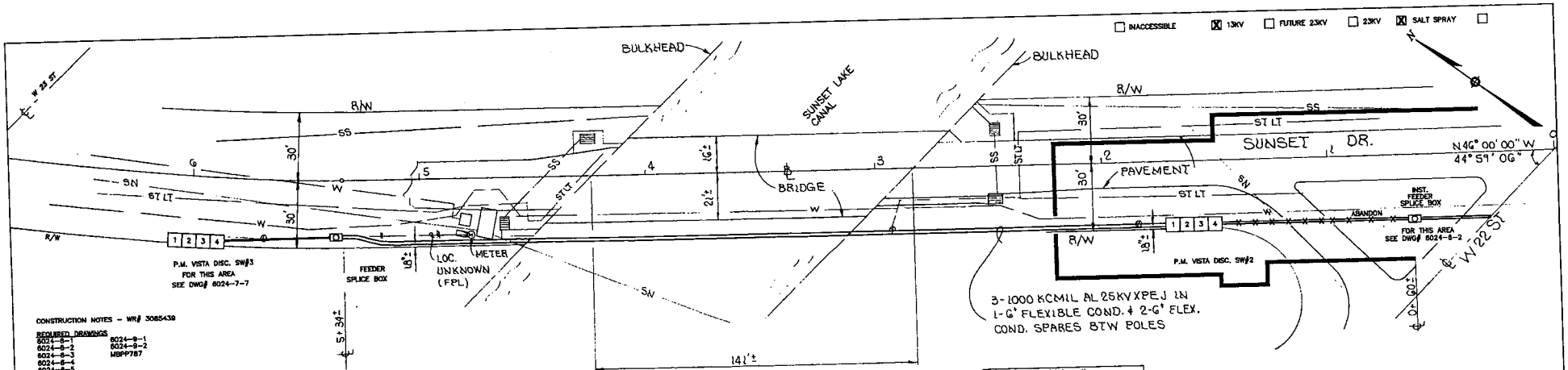
DWG NO. 6024-7-8
WR# 3085435 PWR D030-85-435

ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085435	0	08/19/15	OH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3

PLOT DATE: 8/20/2015 PLOT TIME: 3:03:07 PM CAD NAME: JOT

903

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐



CONSTRUCTION NOTES – WR# 3085439

REQUIRED DRAWINGS
6024-6-1
6024-6-2
6024-6-3
6024-6-4
6024-6-5
6024-6-6
JS3085439-1 (NOTES)
JS3085439-2
6024-9-1
6024-9-2
MBPP787

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

ATTENTION
ROW AGREEMENT

IMPORTANT:
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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

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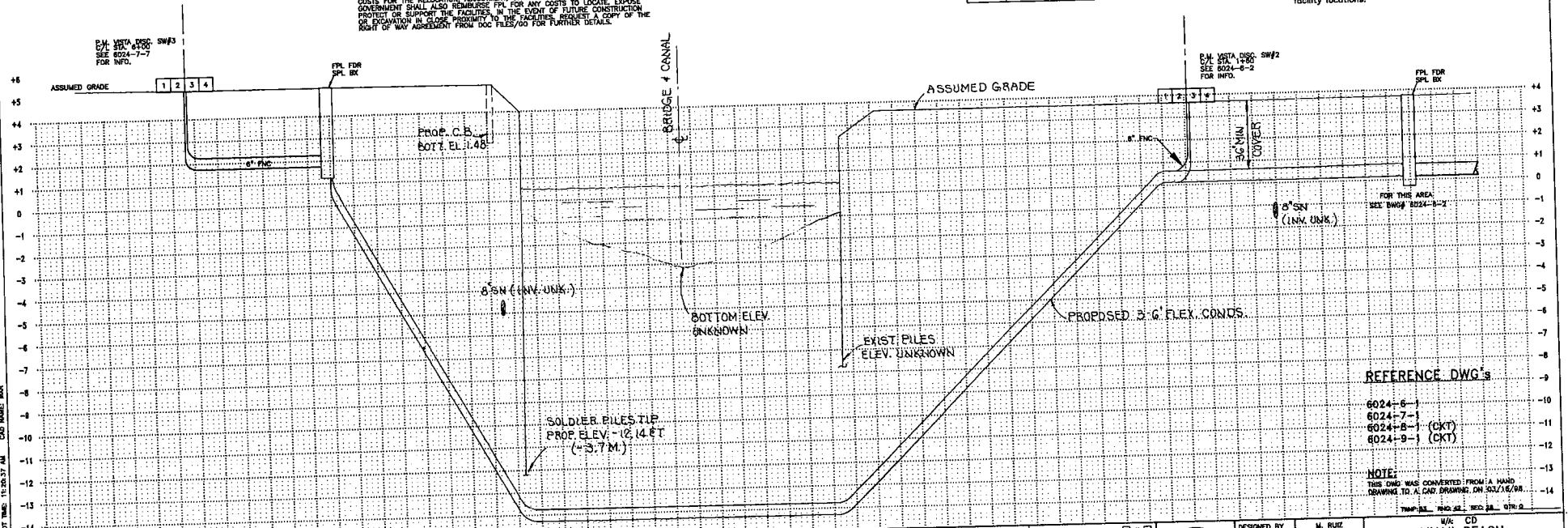


REFERENCE DWG's

6024-6-1
6024-7-1
6024-8-1 (CKT)
6024-9-1 (CKT)

NOTE:
THIS DWG WAS CONVERTED FROM A HAND DRAWING TO A CAD DRAWING ON 03/16/98.

TWP: 53 RNG: 42 SEC: 28 QTR: 2

	3085439	5	08/08/12	L.P.C.: INST PMDS# 4 & RENUMBER LOOP 11752, 11753 11754 & ADDED LOOP# 12057, 12058, 12059
	3085435	4	06/08/12	OH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3
	3085439	3	06/18/09	INST. FDR, PRIMARY, P.M.D.S.#1 & #2, AND TX'S, TO SVC SUNSET ISLAND 4
	3085435	2	06/18/09	INST. FDR, PRIMARY, P.M.D.S.#3, AND TX'S, TO SVC SUNSET ISLAND 3
	7222-04-883	0	03/16/98	ORIGINAL DWG
ASBUILT	AUTH NO.	NO.	DATE	REVISION

AS-BUILT COPY — AS-BUILT CREW PRINT

Initials Clerk Date — Foreman's Signature — Date

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.

Supervisor's Signature — Date

All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.

Foreman's Signature — Date

Checked by

Easement? YES ☐ NO ☐
Tree Work? YES ☐ NO ☐
Map Posting? YES ☒ NO ☐

Survey/Staked? YES ☒ NO ☐
Designer/Staked? YES ☐ NO ☐
Trench Feet
Telephone Request? YES ☒ NO ☐

Work with SMO? YES ☐ NO ☐
CT/Special Mtr? YES ☐ NO ☐
Duct Bank Feet
CATV Request? YES ☐ NO ☐

PRINT RECORD				
CITY	DR. DIST.	COUNTY AIR	STATE RD	FAA
WMD	RR XING	COUNTY RD.	TRANSM.	

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEENARINE
DATE	08/08/12
MAP NO.	V-0255

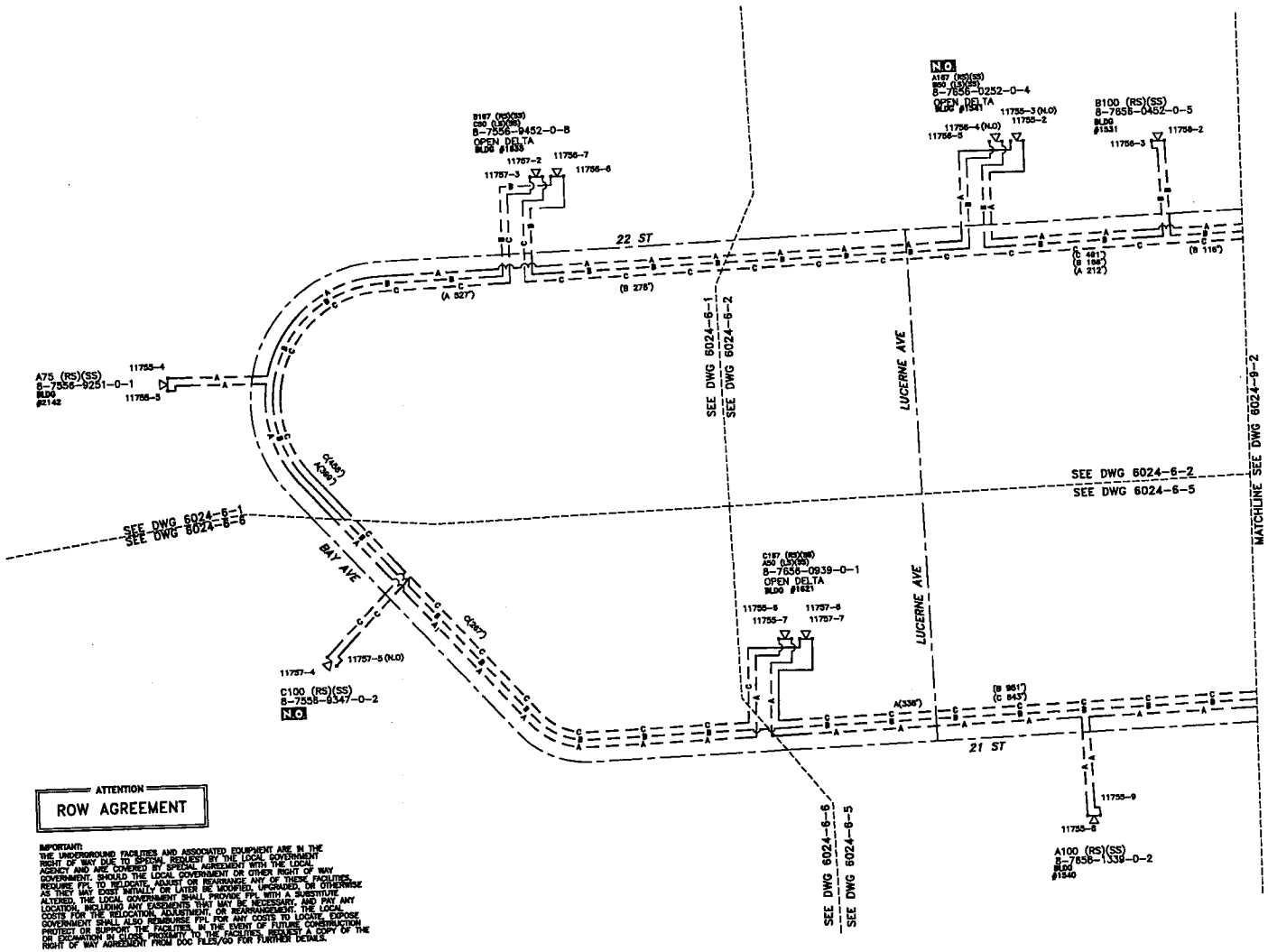
HORIZ. 0 10 20 40; VERT. 0 1.0 2.0 4.0

W/O: CD
MIAMI BEACH UNDERGROUND SYSTEMS
BTWN W 22 ST & 23 ST ON SUNSET DR
MIAMI BEACH-FLORIDA

DWG NO. MBPP787
WR: 3085439 WR: D030-85-439

PLOT DATE: 9/12/2015 PLOT TIME: 11:20:37 AM CAD NAME: MOR

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL



CONSTRUCTION NOTES – WM# 3085439

REQUIRED DRAWINGS
6024-6-1
6024-6-2
6024-6-3
6024-6-4
6024-6-5
6024-6-6
JS3085439-1 (NOTES)
JS3085439-2
6024-9-1
6024-9-2
MBPP787

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

ATTENTION

ROW AGREEMENT

IMPORTANT:
THE UNDERGROUND FACILITIES AND ASSOCIATED EQUIPMENT ARE IN THE RIGHT OF WAY DUE TO SPECIAL REQUEST BY THE LOCAL GOVERNMENT AGENCY AND ARE COVERED BY SPECIAL AGREEMENT WITH THE LOCAL GOVERNMENT. SHOULD THE LOCAL GOVERNMENT OR OTHER RIGHT OF WAY REQUIRE FPL TO RELOCATE, ADJUST OR REARRANGE ANY OF THESE FACILITIES, AS THEY MAY EXIST INITIALLY OR LATER BE MODIFIED, UPGRADED, OR OTHERWISE ALTERED, THE LOCAL GOVERNMENT SHALL PROVIDE FPL WITH A SUBSTITUTE LOCATION, INCLUDING ANY EASEMENTS THAT MAY BE NECESSARY, AND PAY ANY COSTS FOR THE RELOCATION, ADJUSTMENT, OR REARRANGEMENT. THE LOCAL GOVERNMENT SHALL ALSO REIMBURSE FPL FOR ANY COSTS TO LOCATE, EXPOSE, PROTECT OR SUPPORT THE FACILITIES. IN THE EVENT OF FUTURE CONSTRUCTION OR EXCAVATION IN CLOSE PROXIMITY TO THE FACILITIES, REQUEST A COPY OF THE RIGHT OF WAY AGREEMENT FROM DOC FILES/GO FOR FURTHER DETAILS.

REFERENCE DWG'S

6024-6-1
6024-6-2
6024-6-5
6024-6-6
6024-9-2

ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085439	0	06/07/12	OH TO UG CONVERSION INSTALL VISTA CABINET 1 & 2, PULL PRIMARY & FDR CBL TO SVC SUNSET ISLAND 4

AS-BUILT COPY — AS-BUILT CREW PRINT
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
All neutral ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.

Easement? YES ☐ NO ☐ | Tree Work? YES ☐ NO ☐ | Map Posting? YES ☒ NO ☐ | Posted by
Survey/Stake? YES ☒ NO ☐ | Designer/Stake? YES ☐ NO ☐ | Trench Feet
Work with SMO? YES ☐ NO ☐ | CT/Special Mbr? YES ☐ NO ☐ | Duct Bank Feet
PERMITS: CITY | DR. DIST. | COUNTY AIR | STATE RD | FAA | WMD | RR XING | COUNTY RD. | TRANSM.
Telephone Request? YES ☒ NO ☐ | CATV Request? YES ☐ NO ☐

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEENARINE
DATE	06/07/12
MAP NO.	V-0255
0 N.T.S FEET	

M/K CD
62E-OH/UG CONVERSION
SUNSET ISLAND 4
V/O SUNSET DR & 21 ST
MIAMI BEACH, FL

DWG NO. 6024-9-1
WM# 3085439 TWR# D030-85-439

TWP: 54 RNG: 42 SEC: 28 CTR: 0

PLOT DATE: 6/12/2012 PLOT TIME: 12:31:50 PM CAD NAME: TRC

905

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL

IMPORTANT:
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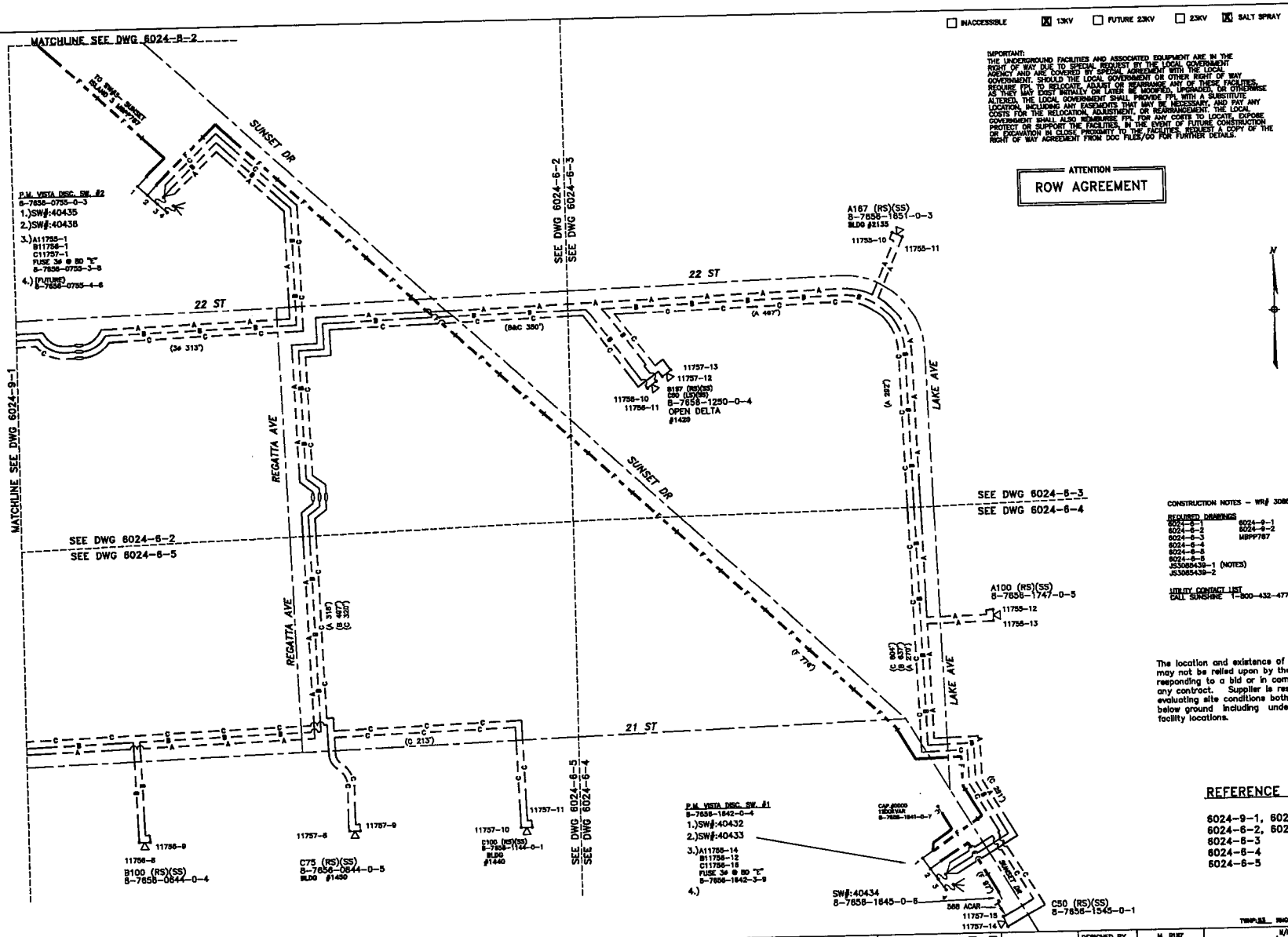
ATTENTION
ROW AGREEMENT



CONSTRUCTION NOTES – WR# 3085439

REQUIRED DRAWINGS
6024-8-1
6024-6-2
6024-6-3
6024-6-4
6024-6-5
6024-8-5
JS3085439-1 (NOTES)
JS3085439-2
6024-9-1
6024-9-2
MBPP787

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

REFERENCE DWG's

6024-9-1, 6024-8-1(SCH)
6024-6-2, 6024-8-2(SCH)
6024-6-3
6024-6-4
6024-6-5

TWNP 53 RNG 42 SEC 28 QTR B

AS-BUILT COPY	AS-BUILT CREW PRINT
Foreman's Signature / Date	Foreman's Signature / Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Supervisor's Signature / Date	
All required ground rods have been driven & verified to be within FPL standards. Values are shown at of locations.	
Foreman's Signature / Date	

Easement?	YES ☐ NO ☐	Survey/Stake?	YES ☒ NO ☐
Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐
Map Posting?	YES ☒ NO ☐	Trench Feet	
Posted by		Telephone Request?	YES ☒ NO ☐

Work with SMO?	YES ☐ NO ☐				
CT/Special Mtr?	YES ☐ NO ☐				
Duct Bank Feet					
CITY	DR. DIST.	COUNTY AIR	STATE RD	FAA	
WMD	RR XING	COUNTY RD.	TRANSML		
CATV Request?	YES ☐ NO ☐				

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEEMARDNE
DATE	06/07/12
MAP NO.	V-0255
0 N.T.S FEET	

N/A CD
62E-OH/UG CONVERSION
SUNSET ISLAND 4
V/O SUNSET DR & 21 ST
MIAMI BEACH, FL.

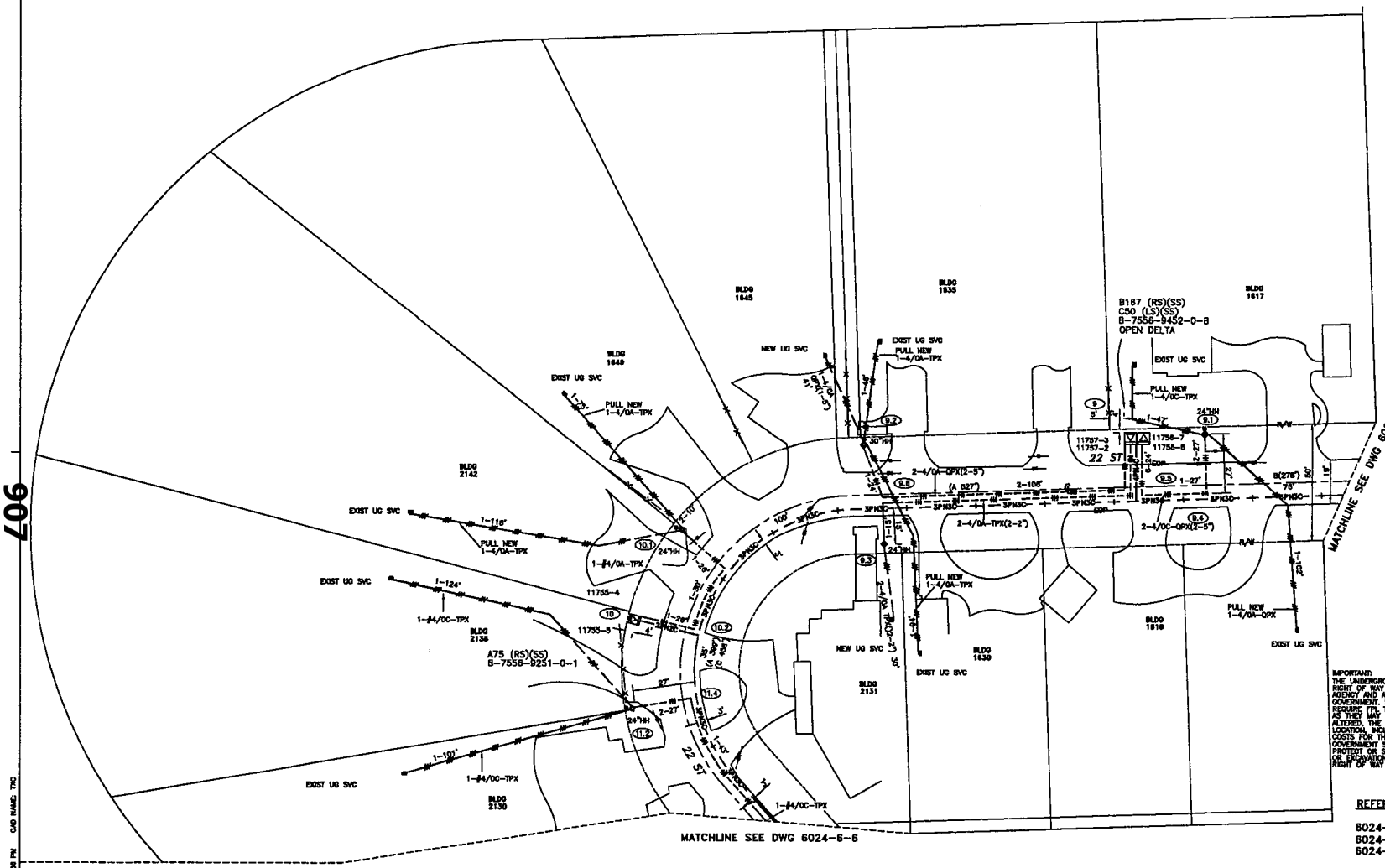
DWG NO. 6024-9-2
WR# 3085439 PWR D030-85-439

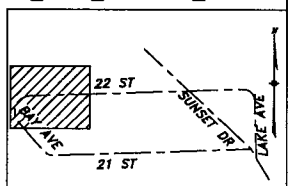
ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085439	0	06/07/12	OH TO UG CONVERSION INSTALL VISTA CABINET 1 & 2, PULL PRIMARY & FDR CBL TO SVC SUNSET ISLAND 4

PLOT DATE: 6/12/2015 PLOT TIME: 12:22:52 PM CAD NAME: TRC

906

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL





LOCATION SKETCH

N.T.S.

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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

CONSTRUCTION NOTES – WR# 3085439

REQUIRED DRAWINGS
6024-5-1
6024-5-2
6024-5-3
6024-5-4
6024-5-5
6024-5-6
6024-5-8
J53085439-1 (NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

N

ATTENTION

ROW AGREEMENT

IMPORTANT:
THE UNDERGROUND FACILITIES AND ASSOCIATED EQUIPMENT ARE IN THE RIGHT OF WAY DUE TO SPECIAL REQUEST BY THE LOCAL GOVERNMENT AGENCY AND ARE COVERED BY SPECIAL AGREEMENT WITH THE LOCAL GOVERNMENT. SHOULD THE LOCAL GOVERNMENT OR OTHER RIGHT OF WAY REQUIRE FPL TO RELOCATE, ADJUST OR REARRANGE ANY OF THESE FACILITIES AS THEY MAY EXIST INITIALLY OR LATER BE MODIFIED, UPGRADED, OR OTHERWISE ALTERED, THE LOCAL GOVERNMENT SHALL PROVIDE FPL WITH A SUBSTITUTE LOCATION, INCLUDING ANY EASEMENTS THAT MAY BE NECESSARY, AND PAY ANY COSTS FOR THE RELOCATION, ADJUSTMENT, OR REARRANGEMENT. THE LOCAL GOVERNMENT SHALL ALSO REIMBURSE FPL FOR ANY COSTS TO LOCATE, EXPOSE PROTECT, OR SUPPORT THE FACILITIES. IN THE EVENT OF FUTURE CONSTRUCTION OR EXCAVATION IN CLOSE PROXIMITY TO THE FACILITIES, REQUEST A COPY OF THE RIGHT OF WAY AGREEMENT FROM DOC FILES/GO FOR FURTHER DETAILS.

REFERENCE DWG's

6024-6-2
6024-6-6
6024-9-1(SCH)

	3085439	1	06/07/12	OH TO UG CONVERSION INSTALL VISTA CABINET 1 & 2, PULL PRIMARY & FDR CBL TO SVC SUNSET ISLAND 4
	3085439	0	04/20/12	PRELIMINARY DESIGN
AS-BUILT	AUTH NO.	NO.	DATE	REVISION

AS-BUILT COPY | AS-BUILT CREW PRINT

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.

All required ground rods have been driven & verified to be within FPL tolerance. Values are shown at all locations.

Easement? YES ☐ NO ☒ | Survey/Stake? YES ☐ NO ☐ | Work with SMO? YES ☐ NO ☐
Tree Work? YES ☐ NO ☒ | Designer/Stake? YES ☐ NO ☐ | CT/Special Mtr? YES ☐ NO ☐
Map Posting? YES ☒ NO ☐ | Trench Feet | Duct Bank Feet
Posted by | Telephone Request? YES ☒ NO ☐ | CATV Request? YES ☐ NO ☐

CITY X	DR. DIST.	COUNTY AIR	STATE RD	FAA
WMD	RR XING	COUNTY RD.	TRANSM.	

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEEMARINE/M.R.
DATE	06/07/12
MAP NO.	V-0255

0 10 20 40 FEET

TWNP: 53 RNG: 42 SEC: 28 CTR: 0

W/A: CD
62E-OH/UG CONVERSION
SUNSET ISLAND 4
V/O SUNSET DR & 21 ST
MIAMI BEACH, FL

DWG NO. 6024-6-1
WR# 3085439 TWR# D030-85-439

907

PLOT DATE: 5/12/2015 PLOT TIME: 12:23:58 PM CAD NAME: TXC

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL

MATCHLINE SEE DWG 6024-7-7

ATTENTION
ROW AGREEMENT

IMPORTANT:
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P.M. VISTA DISC. SW#2			
GRID# 8-7656-0755-0-3			
COMPARTMENT 4	COMPARTMENT 3	COMPARTMENT 2	COMPARTMENT 1
(FUTURE) 8-7656-0755-4-8	A11755-1 B11755-1 C11757-1 FUSE 3ø @ 80 "E" 8-7656-0755-3-8	SW.#40436 8-7656-0755-2-0 SOUTH TO SW.#40432	SW.#40435 8-7656-0755-1-1 NORTH TO SW.#41663

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

5,209 SQ. FT.
10.418 TONS

LOCATION SKETCH
N.T.S.

22 ST
SUNSET DR
LAKE AVE
BAY AVE
21 ST

N

CONSTRUCTION NOTES – WR# 3085439

REQUIRED DRAWINGS
6024-6-1
6024-6-2
6024-6-3
6024-6-4
6024-6-5
6024-6-6
6024-6-8
WS3085439-1 (NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

REFERENCE DWG's
6024-6-3
6024-6-4
6024-9-1
6024-9-2

MATCHLINE SEE DWG 6024-6-1

MATCHLINE SEE DWG 6024-6-7

MATCHLINE SEE DWG 6024-6-5

BLDG #1541
BLDG #1531
BLDG #1515
BLDG #2201
BLDG #1433
BLDG #2120
BLDG #1530
BLDG #1520
BLDG #1510
BLDG #2130
BLDG #2121

A167 (RS)(SS)
B50 (LS)(SS)
8-7656-0252-0-4
OPEN DELTA

B100 (RS)(SS)
8-7656-0452-0-5

P.M. VISTA DISC. SW#2

50"DWL HH PRIMARY SPLICE BOX

SUNSET DR
22 ST
LUCERNE AVE
REGATTA AVE

EXIST UG SVC
PULL NEW 1-4/0A-TPX
PULL NEW 1-4/0A-QPX
PULL NEW 2-4/0A-TPX

1-4/0A-TPX (1-2")
1-4/0A-QPX (1-5")
2-4/0A-TPX (2-2")
1-#4/0A-TPX

30"HH
48"HH
24"HH

TWP: 53 RNG: 42 SEC: 28 QTR: D

AS-BUILT COPY	AS-BUILT CREW PRINT
Foreman's Signature / Date	Foreman's Signature / Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	All required ground rods have been driven & verified to be within FPL Standards. Values are shown at all locations.
Supervisor's Signature / Date	Supervisor's Signature / Date

Easement? YES ☐ NO ☒	Survey/Stake? YES ☒ NO ☐	Work with SMO? YES ☐ NO ☐	
Tree Work? YES ☐ NO ☒	Designer/Stake? YES ☐ NO ☐	CT/Special M-T? YES ☐ NO ☐	
Map Posting? YES ☒ NO ☐	Trench Feet	Duct Bank Feet	
	CITY X / DR. DIST. / COUNTY AIR / STATE RD / FAA		
	WMD / RR XING / COUNTY RD. / TRANSM.		
Posted by	Telephone Request? YES ☒ NO ☐	CATV Request? YES ☒ NO ☐	

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEDMARINE/M.R.
DATE	04/20/12
MAP NO.	V-0255

0 10 20 40
FEET

M/K CD
62E-OH/UG CONVERSION
SUNSET ISLAND 4
V/O SUNSET DR & 21 ST
MIAMI BEACH, FL

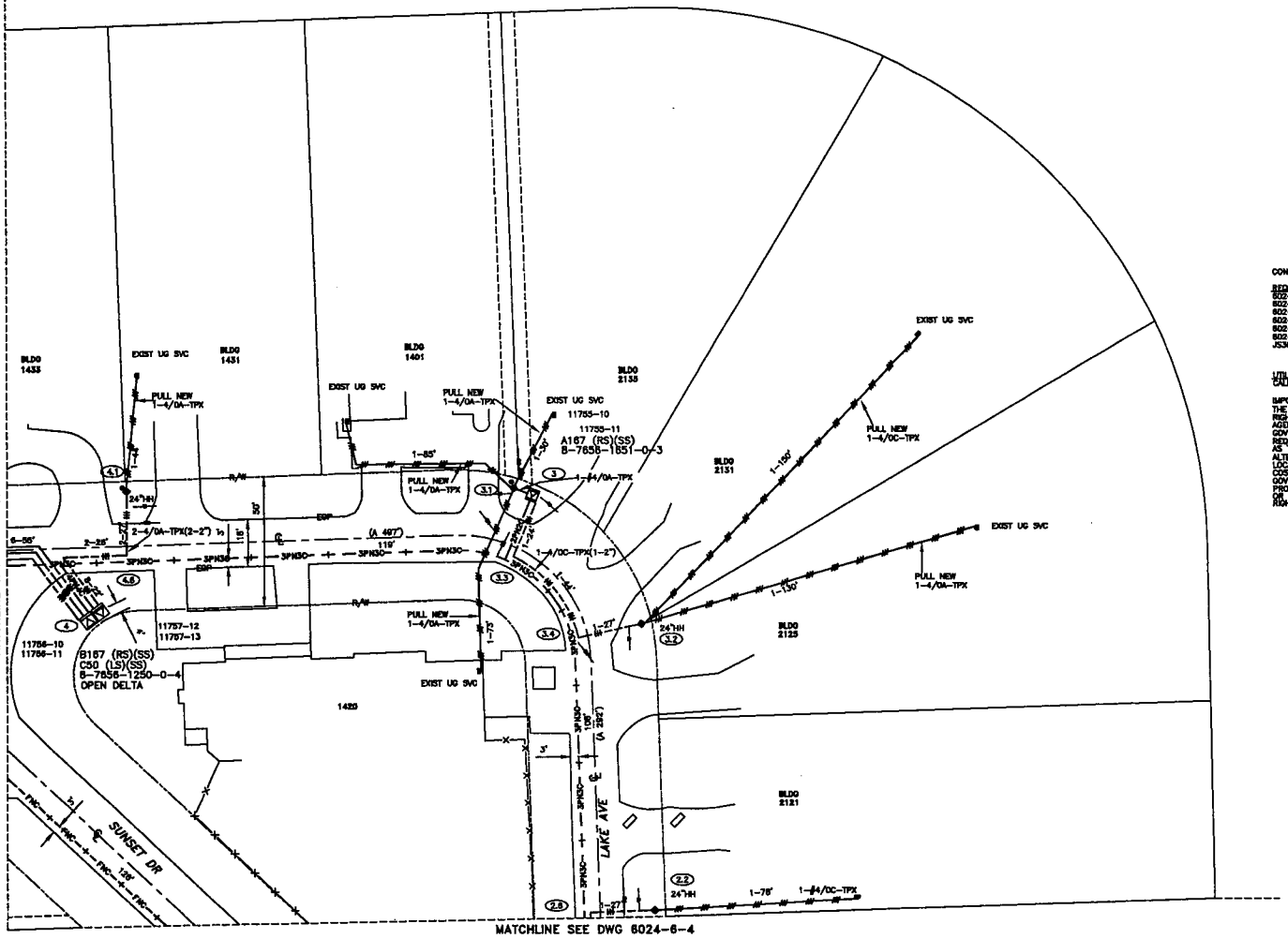
DWG NO. 6024-6-2
WR# 3085439 TWR# D030-85-439

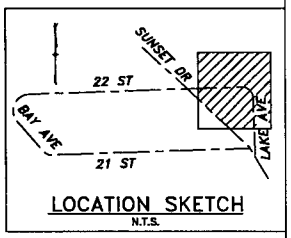
ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085439	0	04/20/12	OH TO UG CONVERSION INSTALL VISTA CABINET 1 & 2, PULL PRIMARY & FDR CBL TO SVC SUNSET ISLAND 4

PLOT DATE: 7/31/2013 PLOT TIME: 10:30:09 AM CAD NAME: BHB

908

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL





LOCATION SKETCH
N.T.S.

N

CONSTRUCTION NOTES – WR# 3085439

REQUIRED DRAWINGS
6024-6-1
6024-6-2
6024-6-3
6024-6-4
6024-6-5
6024-6-6
JS3085439-1 (NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

IMPORTANT:
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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

ATTENTION
ROW AGREEMENT

REFERENCE DWG's

6024-6-2
6024-6-4
6024-9-2

AS-BUILT	AUTH NO.	NO.	DATE	REVISION
	3085439	0	04/20/12	OH TO UG CONVERSION INSTALL VISTA CABINET 1 & 2, PULL PRIMARY & FDR CBL TO SVC SUNSET ISLAND 4

AS-BUILT COPY — AS-BUILT CREW PRINT
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
All required ground rods Have been driven & verified to be within FPL Standards. Values are shown at all locations.

Easement? YES ☐ NO ☒ | Survey/Stake? YES ☒ NO ☐ | Work with SMO? YES ☐ NO ☐
Tree Work? YES ☐ NO ☒ | Designer/Stake? YES ☐ NO ☐ | CT/Special Mtr? YES ☐ NO ☐
Map Posting? YES ☒ NO ☐ | Trench Feet | Duct Bank Feet
Posted by | Telephone Request? YES ☒ NO ☐ | CATV Request? YES ☒ NO ☐

PERMIT REQUIRED: CITY X | DR. DIST. | COUNTY AIR | STATE RD | FAA | WMD | RR XING | COUNTY RD. | TRANSM.

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEEMARINE/M.R.
DATE	04/20/12
MAP NO.	V-0255

0 10 20 40 FEET

TWP# 53 RNG# 42 SEC# 28 QTR# D

K/A: CD
62E-OH/UG CONVERSION
SUNSET ISLAND 4
V/O SUNSET DR & 21 ST
MIAMI BEACH, FL

DWG NO. 6024-6-3
WR# 3085439 PWR D030-85-439

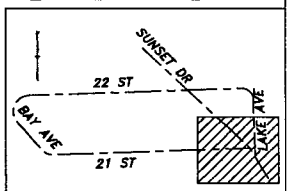
PLOT DATE: 7/21/2015 PLOT TIME: 10:34:15 AM CAD NAME: 6WB

606

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL

REFERENCE DWG's

6024-6-3
6024-6-5
6024-9-2(SCH)



LOCATION SKETCH
N.T.S.

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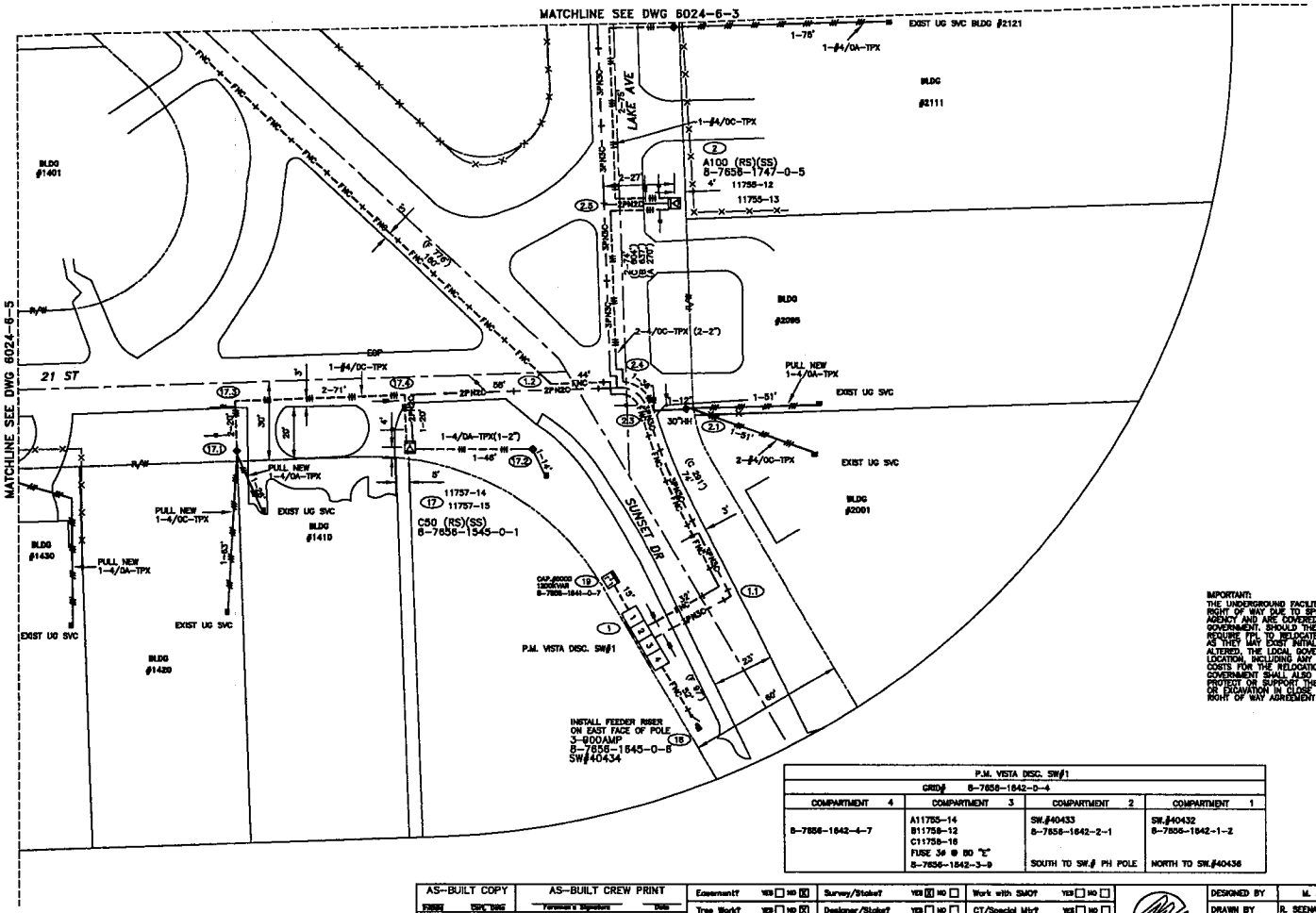

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

CONSTRUCTION NOTES – WR# 3085439

REQUIRED DRAWINGS
6024-6-1
6024-6-2
6024-6-3
6024-6-4
6024-6-5
6024-6-6
JS3085439-1 (NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

ATTENTION
ROW AGREEMENT

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P.M. VISTA DISC. SW#1			
GRID# 8-7656-1542-D-4			
COMPARTMENT 4	COMPARTMENT 3	COMPARTMENT 2	COMPARTMENT 1
8-7656-1542-4-7	A11755-14 B11756-12 C11756-16 FUSE 3# @ BD "E" 8-7656-1542-3-9	SW.#40433 8-7656-1542-2-1 SOUTH TO SW.# PH POLE	SW.#40432 8-7656-1542-1-2 NORTH TO SW.#40436

TEMP: 53 RNG: 42 SEC: 28 QTR: D

ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085439	0	04/20/12	OH TO UG CONVERSION INSTALL VISTA CABINET 1 & 2, PULL PRIMARY & FDR CBL TO SVC SUNSET ISLAND 4

AS-BUILT COPY — AS-BUILT CREW PRINT
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
Foreman's Signature — Date
Supervisor's Signature — Date
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.
Foreman's Signature — Date

Easement? YES ☐ NO ☒ | Survey/Stake? YES ☒ NO ☐ | Work with SMO? YES ☐ NO ☐
Tree Work? YES ☐ NO ☒ | Designer/Stake? YES ☐ NO ☐ | CT/Special Mtr? YES ☐ NO ☐
Map Posting? YES ☒ NO ☐ | Trench Feet | Duct Bank Feet
Posted by | Telephone Request? YES ☒ NO ☐ | CATV Request? YES ☒ NO ☐

FPL USE ONLY	CITY X	DR. DIST.	COUNTY AIR	STATE RD	FAA
	WMD	RR XING	COUNTY RD.	TRANSM.	

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEENARINE/M.R.
DATE	04/20/12
MAP NO.	V-0255

0 10 20 40 FEET

W/c CD
62E-OH/UG CONVERSION
SUNSET ISLAND 4
V/O SUNSET DR & 21 ST
MIAMI BEACH, FL

DWG NO. 6024-6-4
WR:3085439 TWR:D030-85-439

PLOT DATE: 7/29/2015 PLOT TIME: 7:16:22 AM CAD NAME: MRR

910

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL

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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

ATTENTION

ROW AGREEMENT

IMPORTANT:
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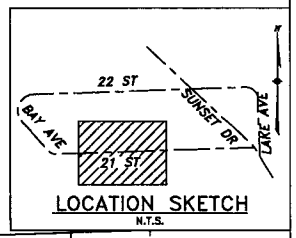
CONSTRUCTION NOTES – WR# 3085439

REQUIRED DRAWINGS
6024-6-1
6024-6-2
6024-6-3
6024-6-4
6024-6-5
6024-6-6
6024-9-1
JS3085439-1 (NOTES)

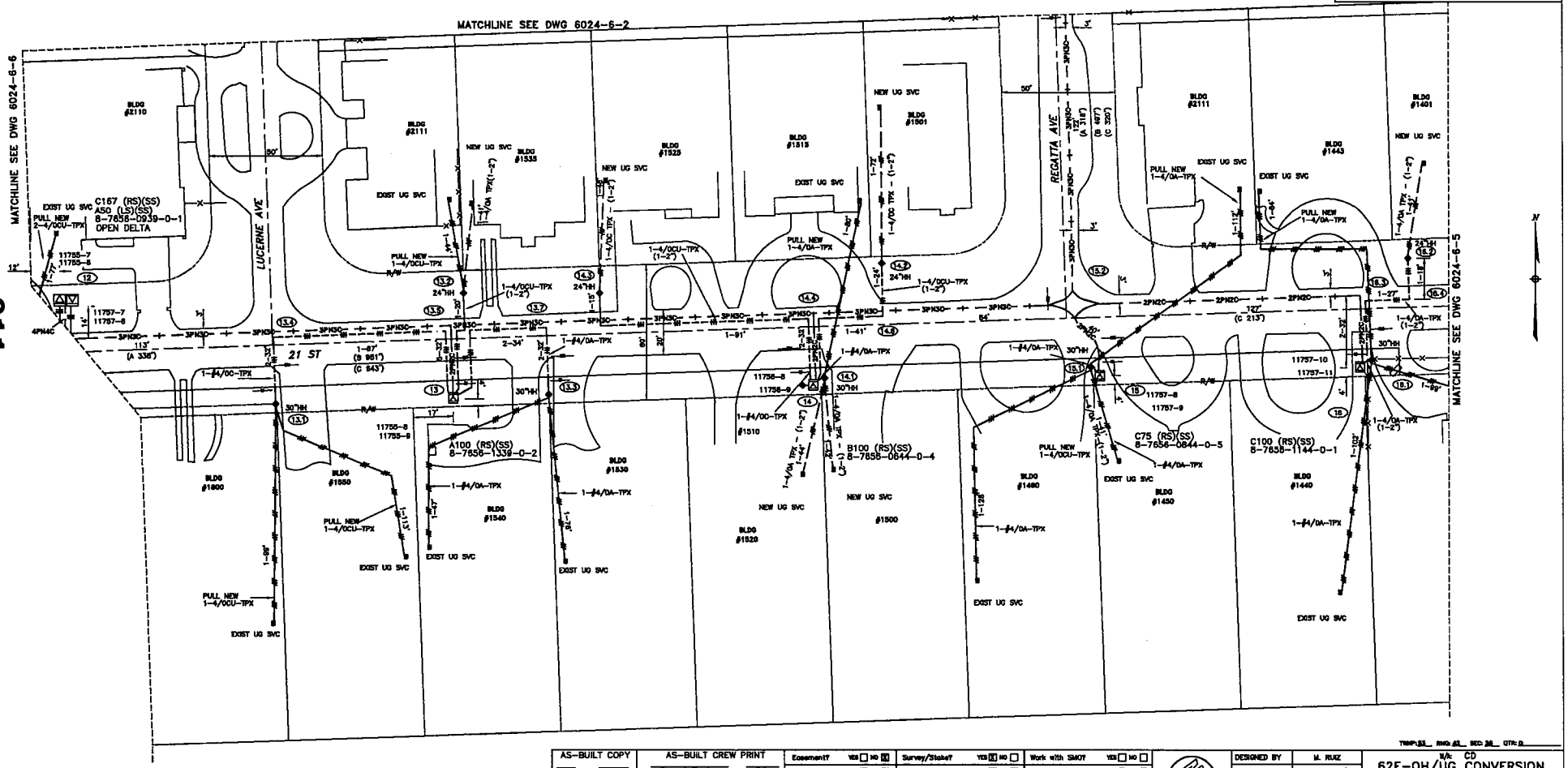
UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

REFERENCE DWG's

6024-6-2
6024-6-4
6024-6-6
6024-9-1
6024-9-2



LOCATION SKETCH
N.T.S.



ASBUILT	3085439	0	04/20/12	OH TO UG CONVERSION INSTALL VISTA CABINET 1 & 2, PULL PRIMARY & FDR CBL TO SVC SUNSET ISLAND 4
	AUTH NO.	NO.	DATE	REVISION

AS-BUILT COPY | AS-BUILT CREW PRINT

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.

All required ground rods have been driven & verified to be within FPL Standards. Values are shown at all locations.

Easement? YES ☐ NO ☒
Tree Work? YES ☐ NO ☒
Map Posting? YES ☒ NO ☐
Posted by

Survey/Stake? YES ☒ NO ☐
Designer/Stake? YES ☐ NO ☐
Trench Feet
Telephone Request? YES ☒ NO ☐

Work with SMOT YES ☐ NO ☐
CT/Special Mtr? YES ☐ NO ☐
Dust Bank Feet
CATV Request? YES ☒ NO ☐

CITY X	DR. DIST.	COUNTY AIR	STATE RD	FAA
WMD	RR XRNG	COUNTY RD.	TRANSM.	

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEEMARINE/M.R.
DATE	04/20/12
MAP NO.	V-0255

0 10 20 40 FEET

M/K CD
62E-OH/UG CONVERSION
SUNSET ISLAND 4
V/O SUNSET DR & 21 ST
MIAMI BEACH, FL

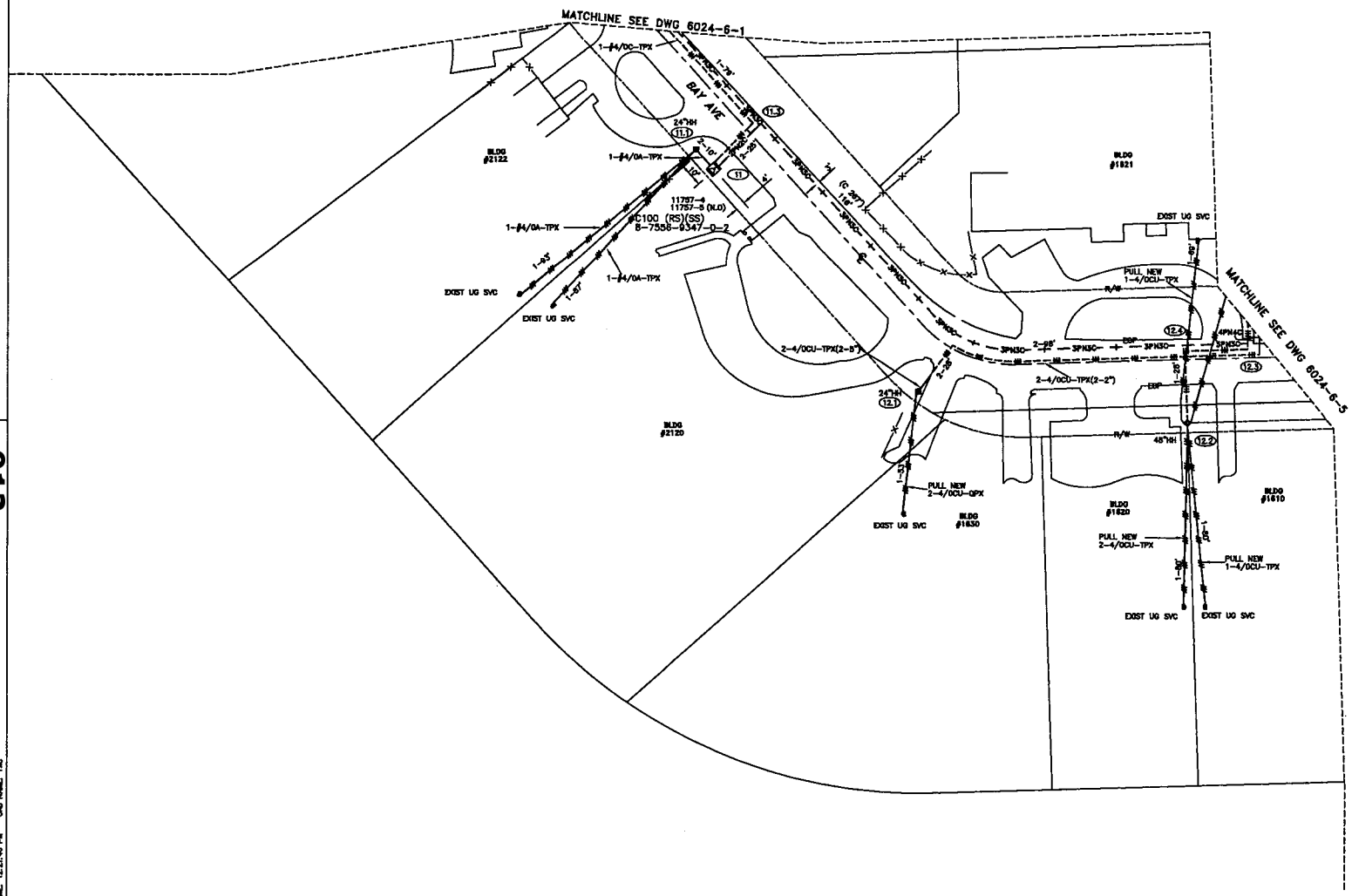
DWG NO. 6024-6-5
WR# 3085439 PWR# D030-85-439

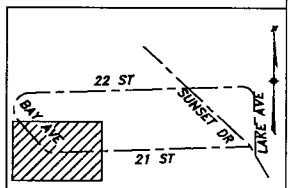
TWP: 53 RNG: 42 SEC: 36 QTR: D

911

PLOT DATE: 8/12/2015 PLOT TIME: 12:20:28 PM CAD NAME: TXC

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL





LOCATION SKETCH
N.T.S.

ATTENTION
ROW AGREEMENT

IMPORTANT:
THE UNDERGROUND FACILITIES AND ASSOCIATED EQUIPMENT ARE IN THE RIGHT OF WAY DUE TO SPECIAL REQUEST BY THE LOCAL GOVERNMENT AGENCY AND ARE COVERED BY SPECIAL AGREEMENT WITH THE LOCAL GOVERNMENT. SHOULD THE LOCAL GOVERNMENT OR OTHER RIGHT OF WAY REQUIRE FPL TO RELOCATE, ADJUST OR REARRANGE ANY OF THESE FACILITIES AS THEY MAY EXIST INITIALLY OR LATER BE MODIFIED, UPGRADED, OR OTHERWISE ALTERED, THE LOCAL GOVERNMENT SHALL PROVIDE FPL WITH A SUBSTITUTE LOCATION, INCLUDING ANY EASEMENTS THAT MAY BE NECESSARY, AND PAY ANY COSTS FOR THE RELOCATION, ADJUSTMENT, OR REARRANGEMENT. THE LOCAL GOVERNMENT SHALL ALSO REIMBURSE FPL FOR ANY COSTS TO LOCATE, EXPOSE, PROTECT OR SUPPORT THE FACILITIES, IN THE EVENT OF FUTURE CONSTRUCTION OR EXCAVATION IN CLOSE PROXIMITY TO THE FACILITIES. REQUEST A COPY OF THE RIGHT OF WAY AGREEMENT FROM DOC FILES/GO FOR FURTHER DETAILS.

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

CONSTRUCTION NOTES -- WR# 3085439

REQUIRED DRAWINGS
6024-6-1
6024-6-2
6024-6-3
6024-6-4
6024-6-5
6024-6-6
JS3085439-1 (NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

REFERENCE DWG'S
6024-6-1
6024-6-5
6024-9-1

TWP: 53 RNG: 42 SEC: 28 QTR: D

AS-BUILT COPY	AS-BUILT CREW PRINT
Printed Date/Time	Foreman's Signature Date

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
Supervisor's Signature Date
All required ground rods have been driven & verified to be within FPL Standards. Values are shown at all locations.
Foreman's Signature Date

Easement?	YES ☐ NO ☒	Survey/Stake?	YES ☒ NO ☐
Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☐
Map Posting?	YES ☒ NO ☐	Trench Feet	
Posted by		Telephone Request?	YES ☒ NO ☐

Work with SMOT	YES ☐ NO ☐				
CT/Special Mtrl	YES ☐ NO ☐				
Duct Bank Feet					
FOR ROW USE ONLY	CITY X	DR. DIST.	COUNTY AIR	STATE RD	FAA
	WMD	RR XING	COUNTY RD.	TRANSM.	
CATV Request?	YES ☒ NO ☐				

SPL

DESIGNED BY	M. NUIZ
DRAWN BY	R. SEDNARNE/M.R.
DATE	04/20/12
MAP NO.	V-0255
0 10 20 40 FEET	

W/O: CD
62E-OH/UG CONVERSION SUNSET ISLAND 4
V/O SUNSET DR & 21 ST
MIAMI BEACH, FL

DWG NO. 6024-6-6
WR# 3085439 WMS D030-85-439

ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085439	0	04/20/12	OH TO UG CONVERSION INSTALL VISTA CABINET 1 & 2, PULL PRIMARY & FDR CBL TO SVC SUNSET ISLAND 4

PLOT DATE: 8/13/2013 PLOT TIME: 12:21:40 PM CAD NAME: TRG

912

APPLICANT-INSTALLED FACILITIES AGREEMENT FOR UNDERGROUND CONVERSIONS (WR# 3085435 & 3085439**)**

This Agreement, made and entered into this _____ day of _____, 20_____, by and between CITY OF MIAMI BEACH (the "Applicant"), a Florida municipal corporation or county with an address of 1700 Convention Center Dr., Miami Beach, FL 33139 and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation organized under the laws of the State of Florida, with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WITNESSETH:

WHEREAS, the Applicant has executed the appropriate underground facilities conversion agreement ("Conversion Agreement") with FPL to convert certain overhead electric distribution facilities (collectively the "Existing Overhead Facilities") to underground distribution facilities (collectively the "Underground Facilities"), as described in the aforementioned Conversion Agreement (hereinafter the "Conversion");

WHEREAS, the Applicant desires to perform itself, or through its Contractors, certain Work as such term is described in Exhibit A associated with the Conversion;

WHEREAS, FPL is willing, subject to all the terms and conditions set forth below in this Agreement, to allow the Applicant to perform the Work based on Applicant's assurance that such Work will be in accordance with FPL's designs, instructions, standards and specifications, and such Work will not adversely impact FPL or its electric customers;

NOW, THEREFORE, in recognition of the foregoing premises, and in consideration of the covenants and promises set forth herein below, FPL and Applicant do hereby agree as follows:

1. **Compliance with Tariff**. Applicant shall comply with and abide by the requirements, terms, and conditions of this Agreement, the Conversion Agreement, and FPL's electric tariff (the "Tariff").

2. **Conditions for Work to be Performed.** Applicant shall, at its own cost and expense, perform or cause to be performed, all Work, as described in Exhibit A, in accordance with the terms and conditions of this Agreement and the standards and specifications shown in Exhibit B. The Applicant shall provide all survey and staking to ensure that all Underground Facilities are installed as shown in the Conversion Agreement and provide As-Built prints to FPL within two (2) weeks of installation, signed and certified by a Florida registered surveyor along with a FPL "Redline" document.

3. **Commencement of Work**. Applicant shall perform the Work, or any portion of the Work, only upon receipt of a notice to proceed containing the approved drawings, specifications and instructions from FPL ("Notice to Proceed"). After receipt of the Notice to Proceed,

Applicant shall provide written notice of intent to commence work to FPL at least five (5) days prior to commencement of such Work. Applicant shall not perform any excavation work without first notifying Sunshine State One Call for identification and marking of existing underground utilities and complying with the excavation requirements set forth in Florida Statute Chapter 556.

4. **Materials**. All Materials are to be supplied by FPL and shall be picked up by Applicant at the following address _____ at a mutually agreed upon time, typically with 5 business days minimum notice, but no more than 15 business days notice, unless mutually agreed upon. Alternatively, FPL will, at Applicant's expense, have the material delivered to a mutually agreed upon location. Applicant assumes liability for any materials lost, stolen or damaged once these materials are picked up by, or delivered to, the Applicant.

5. **Contractors**. Applicant may enter into a contract with a contractor for the performance of the Work, or any portion thereof, provided that the contractor has been approved by FPL in writing prior to execution of such contract. Applicant shall not make any substitution of any contractor for the performance of Work unless the substitution is approved by FPL in writing. The Applicant's contractor(s) shall perform ALL work as outlined within Exhibit A & Exhibit B. No contract or purchase order between Applicant and its contractor(s) shall bind or purport to bind FPL, but each contractor entering into a contract with Applicant with respect to the Work shall name FPL as an intended third-party beneficiary and include a provision permitting its assignment to FPL upon FPL's written request, following default by Applicant or termination or expiration of this Agreement. Applicant shall provide FPL with written certification from each of its contractors performing Work that all warranties, guarantees and obligations of such contractors are equivalent or better than those granted by such contractor to FPL for similar work and shall require that each such contractor name FPL as an intended third party beneficiary of such warranties, guarantees and obligations with the same rights of enforcement as Applicant. Applicant shall assign all representations, warranties, guaranties, and obligations of all contractors at the request and direction of FPL, and without recourse to Applicant, to FPL upon default by Applicant or termination or expiration of this Agreement; provided, however, that, notwithstanding such assignment, Applicant shall be entitled to enforce each such representation, warranty, guaranty, and obligation so long as Applicant has any liability under this Agreement. Applicant hereby assigns to FPL, effective as of the termination or expiration of this Agreement, all representations, warranties, guaranties and obligations of all Contractors.

6. **Right of Entry**. FPL reserves the right, together with its agents or designees to enter the Jobsite as it may elect for the purpose of inspecting the Work, or constructing or installing such collateral work as it may desire, or testing, boring or surveying, or any other purpose.

7. **Inspection and Correction of Deficiencies**.

   7.1. All Work shall be properly inspected and tested, if appropriate, by Applicant and shall at all times be subject to additional inspection by FPL and its designee(s).

7.2. Neither the failure to make such inspection, nor the failure to discover defective workmanship, materials, or equipment, nor approval of or payment to Applicant for such Work shall prejudice the rights of FPL thereafter to correct or reject the same.

7.3. Applicant shall correct any deficiencies found with the Work, including but not limited to discrepancies that are inconsistent with FPL's design, instructions, standards or specifications within two (2) business days. If Applicant does not adequately rectify the identified deficiencies in the required timeframe, FPL may, at its sole discretion, perform, or have performed by its contractor the required repairs and Applicant shall pay FPL for any costs incurred. These requirements apply whether the discovery of deficiencies occurs while Applicant is performing its Work or while FPL, or its contractor, is performing its portion of the work.

7.4. If any Work or part thereof is covered over contrary to the requirements of this Agreement or the written request of FPL, it must, if required by FPL, be uncovered for observation and inspection and covered again at Applicant's sole expense.

7.5. If any Work that FPL has not specifically requested to observe and inspect prior to being covered has been covered, FPL may request to see such Work or part thereof and it shall be uncovered by Applicant. If such Work or part thereof is found to be in accordance with this Agreement, the cost of uncovering and covering again shall be paid by FPL. If such Work or part thereof fails to meet the requirements of this Agreement, Applicant shall pay all costs of uncovering, correcting, and covering again.

7.6. Applicant shall pay FPL for all time spent reviewing and inspecting Applicant's Work.

7.7. No electric customers shall be connected to the Underground Facilities prior to all deficiencies being rectified.

8. <u>Indemnity / Liability of Applicant</u>.

8.1. "To the extent allowed under Florida law and including, without limitation, subject to the provisions of Section 768.28, Florida Statues, as applicable," Applicant shall protect, defend, indemnify and hold FPL free and unharmed from and against any liabilities whatsoever resulting from or in connection with this Agreement, the Conversion or in connection with the performance of the Work by the Applicant, its employees, Contractors or Contractor employees, whether or not such liabilities are due to or caused in whole or in part by negligence of FPL; including but not limited to payment disputes between Applicant and its contractor, and/or payment disputes with subcontractors, suppliers or other potential vendors that may file liens that arise out of the Work. However, the provisions of Section 768.28, Florida

Statutes shall not be applicable to any Contractor retained by the Applicant to perform the Work.

8.2. Applicant shall assume full responsibility for all damages and all restoration arising in connection with the Work.

9. **Design Work**. FPL shall provide all design, instruction, standards and specifications necessary to perform the Conversion.

10. **Completion of Work and Ownership**. Applicant shall complete the Work by _____, _____ 20__ and notify FPL when said Work is complete. Upon FPL's final written approval of the completion of the Work ("Acceptance"), Applicant acknowledges that all rights, title and interest, free and clear of all liens, in and to the Work shall vest in FPL. If requested by FPL, Applicant shall provide FPL, in a form acceptable to FPL, an affidavit of Applicant certifying payment of all indebtedness to all Contractors and a written release of liens from Applicant and each Contractor.

11. **No Liability by FPL**. FPL assumes no liability due to any damage, misunderstanding of installation drawings or specifications, or any actions due to Applicant or its Contractor.

12. **Suspension for Cause:**

12.1. FPL may at its sole discretion, by Notice, temporarily suspend the Work, or any portion thereof, under this Agreement when the performance by Applicant or its contractor is deemed unsatisfactory by FPL to obtain the results required by this Agreement.

12.2. The methods by which Applicant performs its Work are entirely the responsibility of Applicant. FPL's right to suspend Work is intended solely to verify that the Work being performed by Applicant and its Contractor conforms to the design, instruction, standards and specifications and shall not obligate FPL to review the efficiency, adequacy or safety of Applicant's or its Contractors methods or means of operation or construction.

12.3. Any additional costs incurred by Applicant resulting from such suspension shall be borne solely by Applicant.

12.4. If Applicant immediately corrects the unsatisfactory condition FPL shall authorize resumption of the Work. Applicant's failure to immediately effect correction of the unsatisfactory conditions shall be cause for termination of this Agreement.

13. **Termination for Cause:**

13.1. FPL may, upon Notice to Applicant, and without prejudice to any remedy available to FPL under law, in equity or under this Agreement, terminate the whole or any part of this Agreement for cause and take possession of the Work without termination charge, penalty or obligation in the event Applicant fails to perform a

material obligation under this Agreement and fails to cure such material obligation default within a reasonable period of time, but in no event more than ten (10) business days, after Notice from FPL specifying the nature of such default (any such termination referred to as a "Termination for Cause").

13.2. In the event of Termination for Cause by FPL, Applicant shall:

a. Unless instructed otherwise in the Notice, immediately stop all Work hereunder;

b. Issue no further contracts except with the prior written consent of FPL;

c. Assign to FPL, to the extent requested by FPL, all rights of Applicant under contracts outstanding;

d. Terminate, to the extent requested by FPL, outstanding contracts;

e. Fully cooperate and refrain from hindering or interfering in any manner with any other persons or parties currently or prospectively performing the Work; and

f. Take any other action toward termination, or toward preservation of the Work, that FPL may direct.

13.3. Upon a Termination for Cause, all obligations of FPL hereunder shall terminate effective immediately. Upon such Termination for Cause, FPL may either rework or take over the terminated Work and proceed to provide such materials, supplies, equipment and labor of both FPL and FPL contractors, as may be reasonably necessary to complete said Work. FPL may have any partially fabricated portion of the Work removed from Applicant's or contractor's facilities upon Notice to Applicant. Applicant shall be liable for any increase of FPL's costs, including rework costs, incurred by FPL as a result of FPL's termination of the contract for cause.

13.4. In the event of Termination for Cause, FPL shall have no liability to Applicant for costs incurred by Applicant as a result of such termination.

14. **Termination Prior to Construction**. Applicant may terminate this Agreement at any time prior to the start of construction. If Applicant elects to still complete the Conversion, then the Contribution-In-Aid-of-Construction (CIAC) amount provided in the Conversion Agreement shall be revised accordingly. The revised Conversion Agreement must be executed and any additional CIAC due received by FPL prior to the start of construction.

15. **Assignment**. This Agreement is not assignable.

16. **Applicant's Payments to FPL.** Any monies that are owed by Applicant to FPL under this Agreement shall be paid to FPL within thirty (30) days of FPL producing an invoice.

17. **Notice**. As used herein, the term "Notice" shall mean any formal written correspondence providing notice of action, purpose, intent or the like given under the provisions of this Agreement. Unless otherwise provided in this Agreement, Notice shall be delivered in person, by courier or by certified mail and shall be effective when received. General correspondence is not categorized as Notice.

IN WITNESS WHEREOF, FPL and Applicant have executed this Agreement for the provision of Applicant-Installed facilities to be effective as of the date first above written.

For **CITY OF MIAMI BEACH**

By:_____
(signature)

Name:_____
(print or type)

Title:_____
(print or type)

By:_____
(signature)

Name:_____
(print or type)

Title:_____
(print or type)

Approved as to Terms and Conditions:_____
(signature/title)

Approved as to Form and Legal Sufficiency: Rd Cogut / City Attorney 11/24/15 NK
(signature/title)

For **FLORIDA POWER & LIGHT COMPANY**

By:_____
(signature)

Name:_____
(print or type)

Title:_____
(print or type)

Exhibit A

WR # 3085435 & 3085439

Work to be Performed:

Applicant shall:

- Install all conduit and concrete products based on the attached specifications and in the locations as indicated on the attached drawings.

Exhibit B

WR # 123456

Standards and Specifications

SPECIFICATIONS FOR UNDERGROUND CONDUIT INSTALLATION

1. Conduit, handhole, and transformer pad placement shall be in the easement provided and in accordance with the design drawings and field staking.

2. Use only FPL supplied conduit with FPL supplied bends. (Figure 1)

3. Glue all joints securely with FPL supplied glue. (Appendix A)

4. FPL conduit markers must be placed at all conduit ends. (Figure 1)

5. Primary conduit is to have a minimum of 36 inches of cover. Secondary conduit is to have a minimum of 24 inches of cover. (Figure 1). Secondary conduit may be placed at 36" depth when in the same trench as primary conduit.

6. All service and street light conduit is to have 24 – 30 inches of cover at property line. All future service stub-outs at transformer locations to be installed with 90's. Where primary, secondary, or street light conduit runs turn horizontally, 36 inch radius 90 degree bends are to be used.

7. Cap all ends of the conduit with FPL supplied end caps. Denote termination point of each conduit run on the capped end, (Appendix B). All conduit ends are to be terminated 1 – 2 feet above final grade except at transformer locations where conduit ends are to be terminated 3 inches above final grade. (Figure 3)

8. Install 1 #12 copper locate wire supplied by FPL in each trench per attached specs (Figure 4). All ends of the #12 copper locate wire must be exposed above grade, and secured with a tie wrap to a piece of stubbed up conduit for future locates. (Figure 4)

9. Conduits terminated at transformer locations to be installed with templates supplied by FPL per Figure 3A, 3B, or 3C according to the type of transformer being installed. (Consult your Service Planner).

10. Concrete transformer slabs provided by FPL are to be installed level on compacted fill at final grade and oriented as shown on the FPL design drawing(s) (Figure 3)

11. Conduits terminated at future secondary handhole locations to be installed per Figure 2. If secondary handholes are being installed at the time of conduit installation, install 45 degree bends as shown in Figure 1.

12. Primary splice handhole to be installed with electronic cable marker. (Figure 2A)

13. Install a continuous length of pull string in all conduit runs.

14. Backfill operations are to be done carefully with special attention given to utilizing clean fill, thereby assuring the elimination of rock and other scrap material to insure that the conduit will not be damaged or marking devices moved and proper compaction is achieved.

TESTING AND ACCEPTANCE GUIDELINES

Following notification of completed installation of underground conduits by a developer/contractor FPL will:

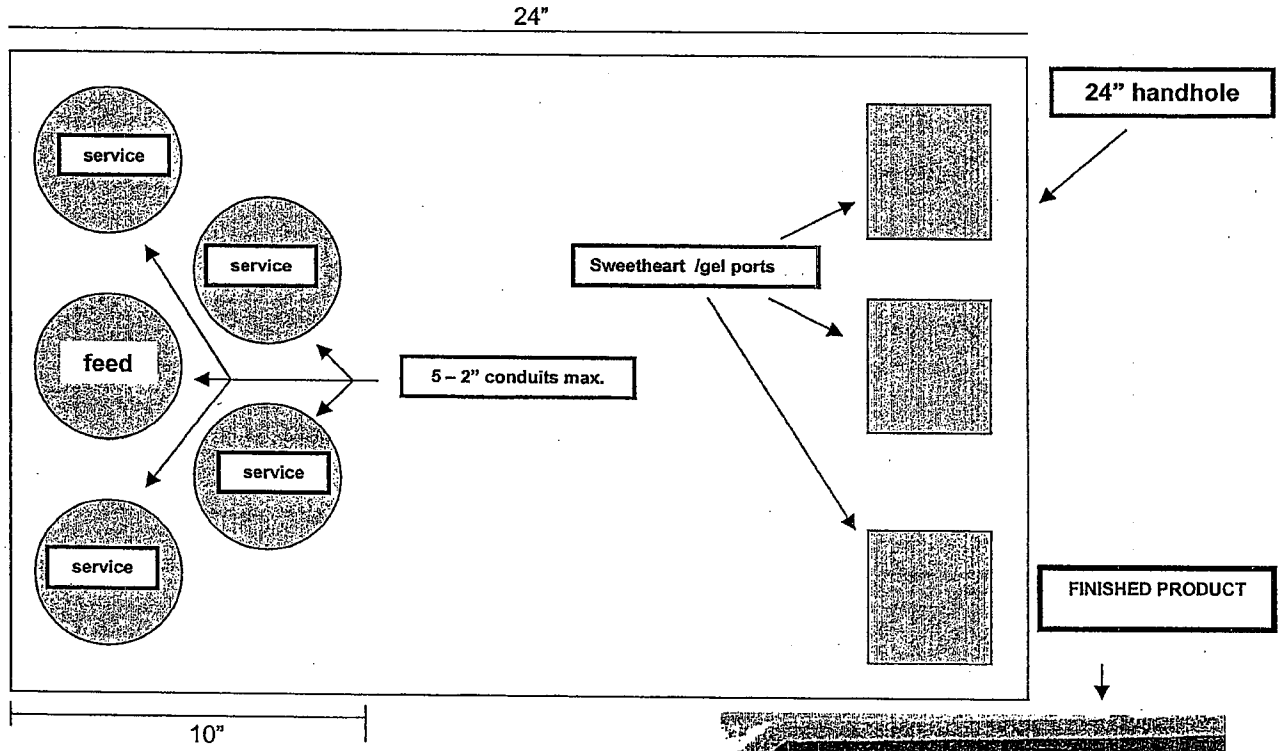
1. Randomly spot check the installation depth of conduits below grade at a minimum of 2 points between each primary termination point, (transformers, splice boxes & risers) noting the measured depth on the record drawing.

2. After confirming the correct routing and integrity of a conduit run, verify that the cable markers were installed and exposed conduit ends are plugged.

3. Confirm that a continuous length of pull string has been installed in all conduit runs and verify that all conduits runs terminate in the correct locations.

4. The final acceptance of the conduit installation will occur when FPL pulls the conductor and occupies the conduit.

TEMPLATE



WHEN INSTALLING 2" CONDUITS UP TO 5 MAY BE PLACED IN A 24" HANDHOLE. Please Install all conduits within 10" of one end of the handhole. This allows cables to drape across to the other end of handhole where the terminations will be placed such as sweetheart connectors or gel port connectors. When the wires are raised out of the handhole this will allow approximately 18" of wire above ground level making it easier for employees to work on in future situations.

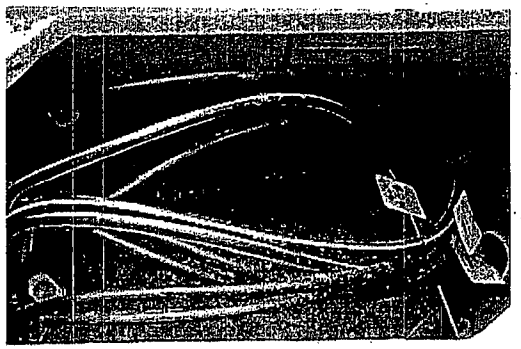
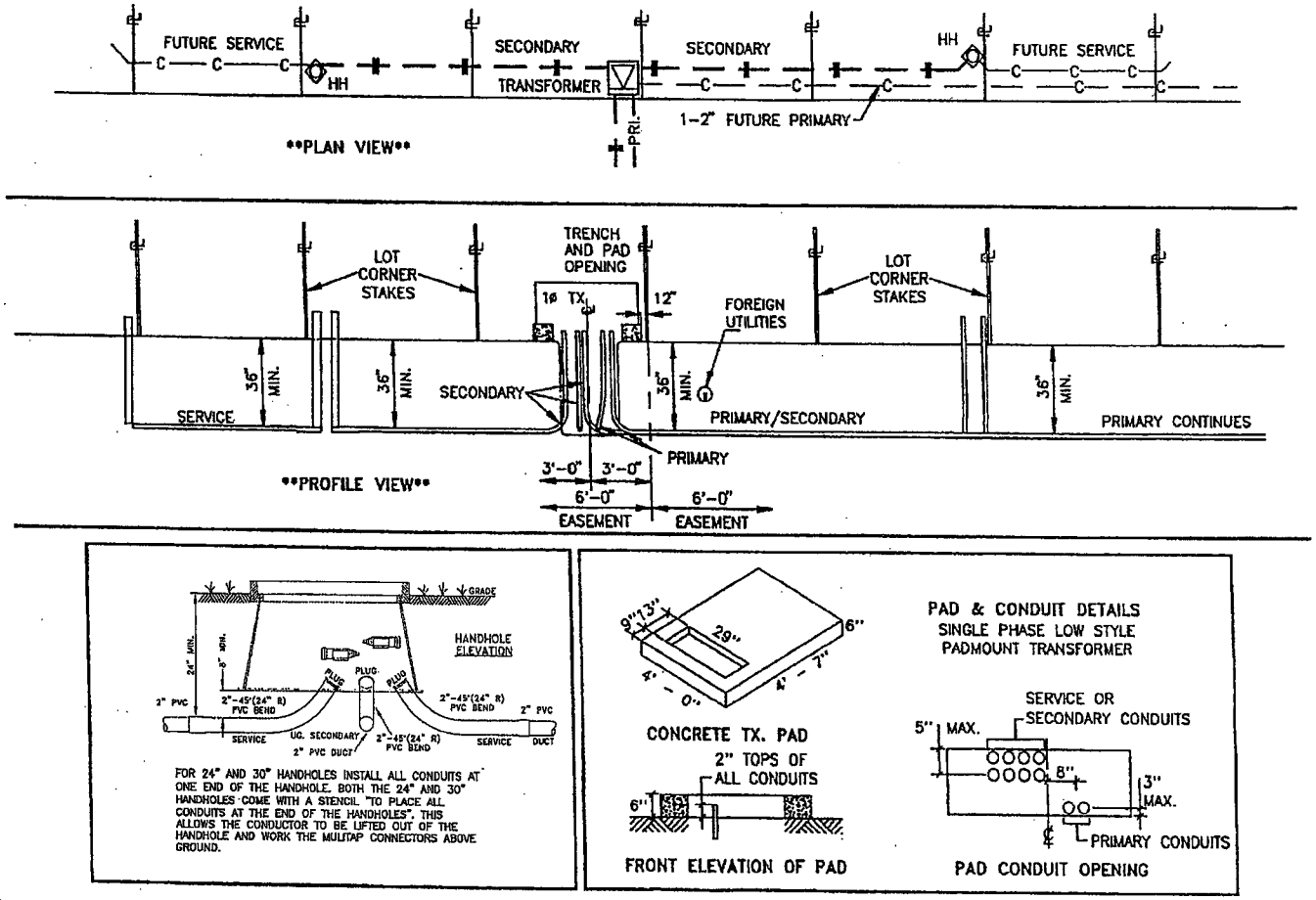


FIGURE 1

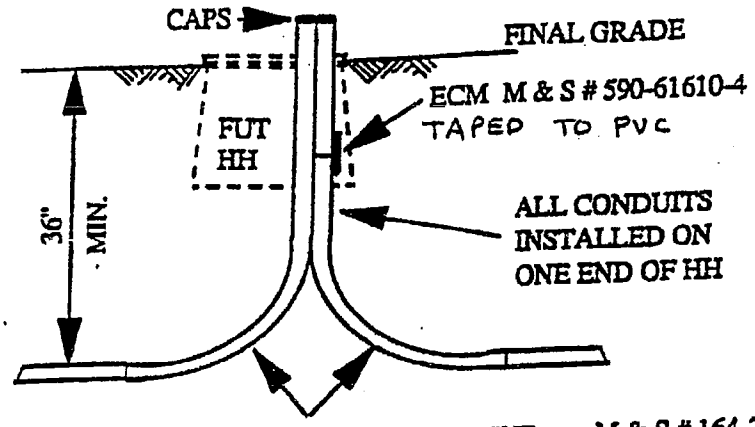


Note - Transformer location to be per specific design drawing, and may split lot lines in some cases.

925

FIGURE 2

TYPICAL SERVICE HANDHOLE INSTALLATION



2" - 90 DEG (24" R - J TYPE) BEND M & S # 164-23800-6

FIGURE 2A

48" PRIMARY SPLICE HANDHOLE

M & S # 161-12100-4

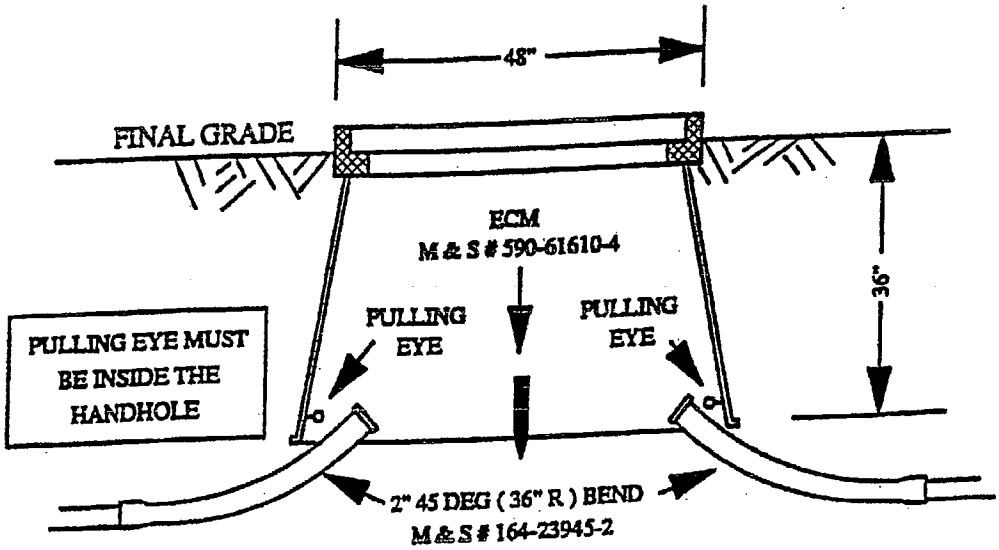
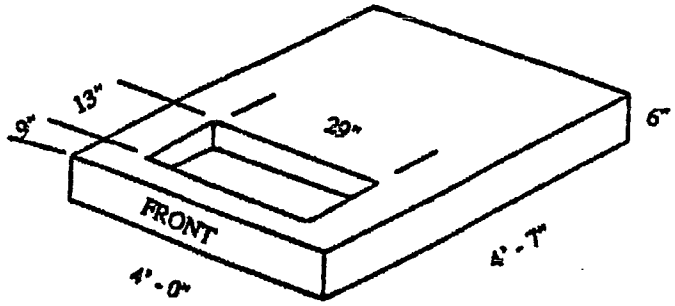


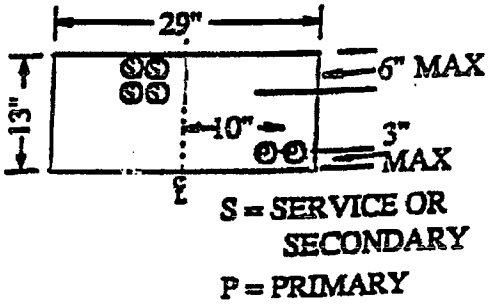
FIGURE 3

PAD & CONDUIT DETAILS

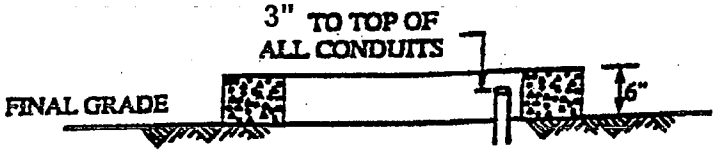
SINGLE PHASE LOW STYLE
PADMOUNT TRANSFORMER



CONCRETE TRANSFORMER PAD
M & S # 162-24800-4



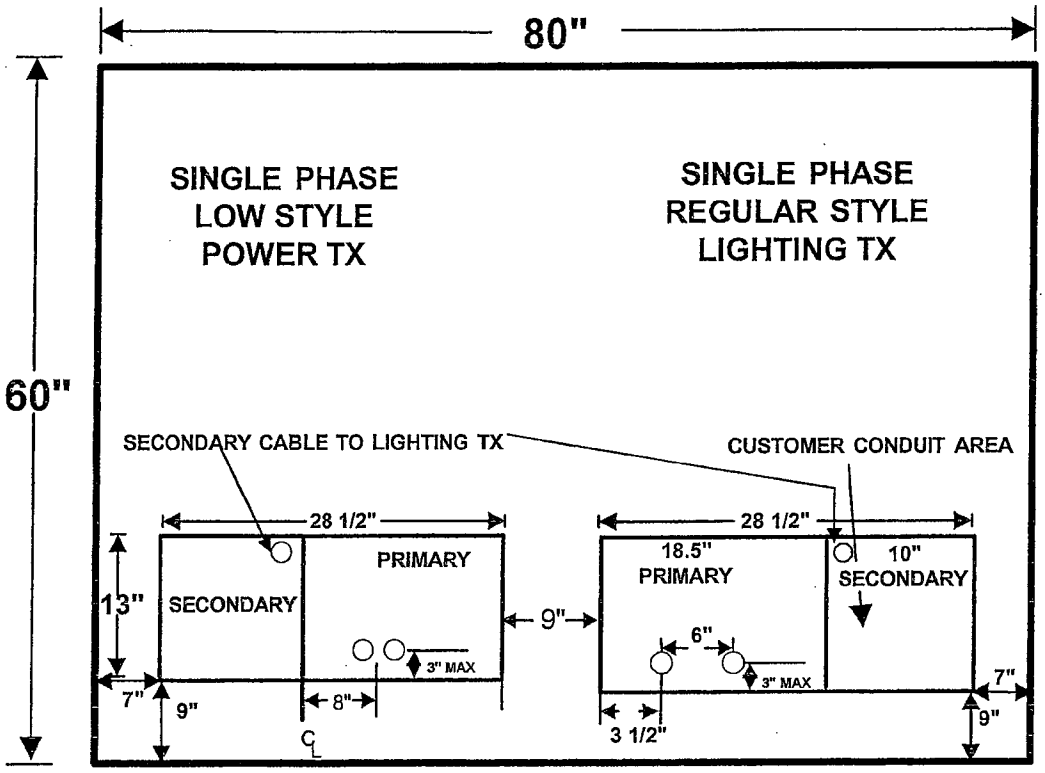
PAD CONDUIT OPENING



FRONT ELEVATION OF PAD

FIGURE 3A

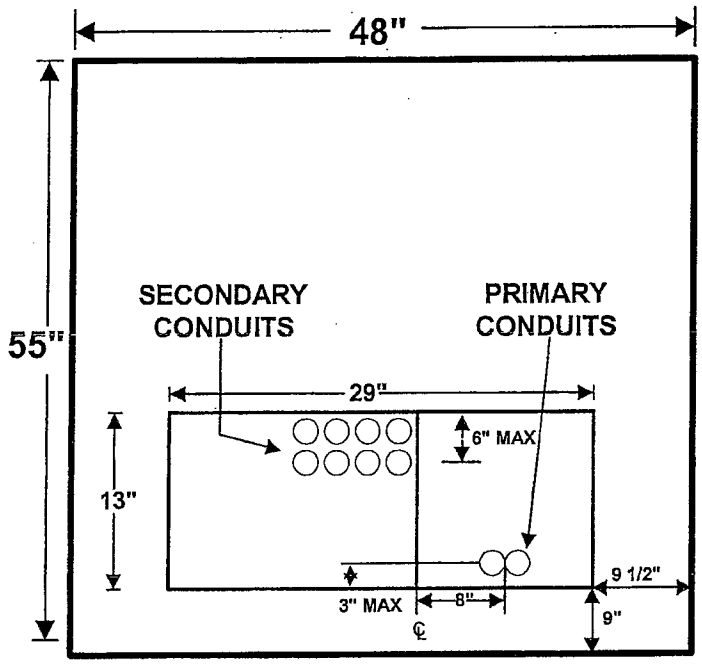
ONE LOW STYLE & ONE REGULAR STYLE TRANSFORMER



(FRONT OF PAD)

FIGURE 3B

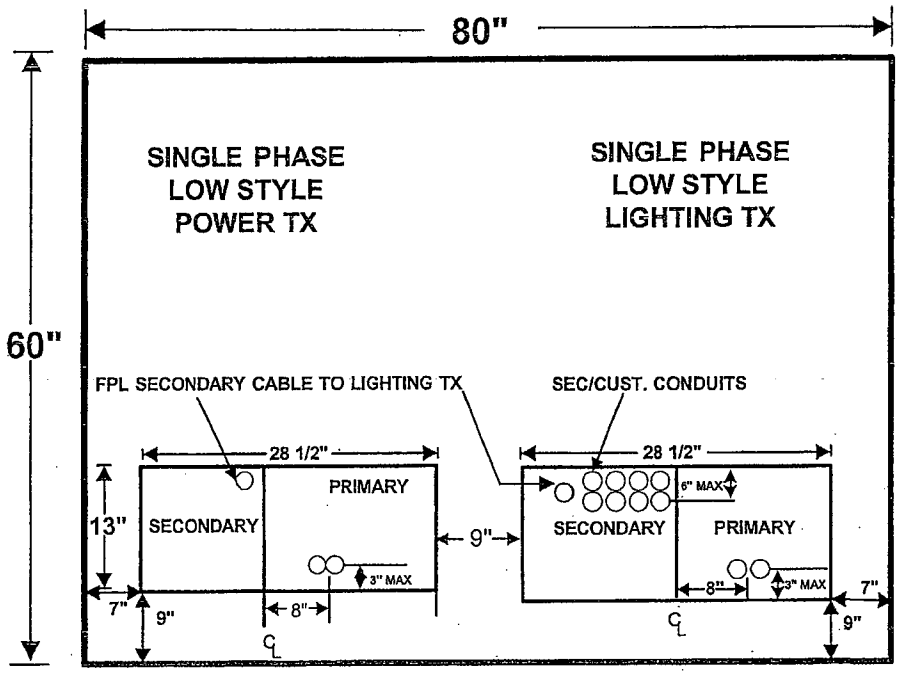
SINGLE PHASE LOW STYLE TRANSFORMER



(FRONT OF PAD)

FIGURE 3C

TWO LOW STYLE TRANSFORMERS



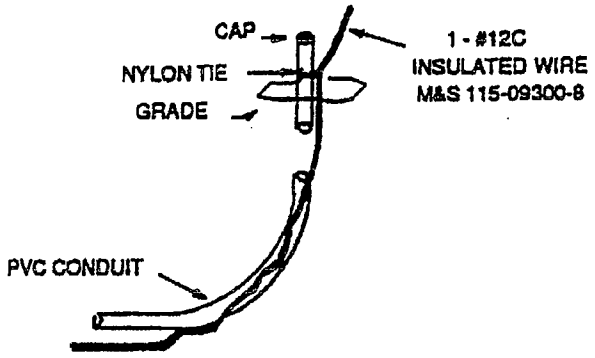
(FRONT OF PAD)

FIGURE 4

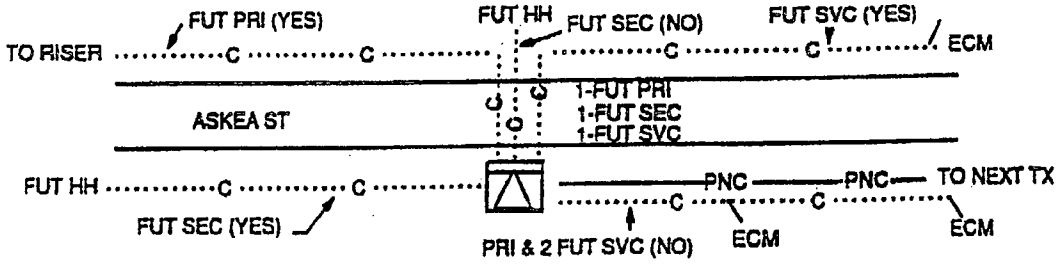
1 - #12C INSTALLATION

When installing conduit only (cable to be pulled later), a single #12 copper insulated wire is to be direct buried in every trench at the same depth as the conduits. The ends of the wire are to be terminated above ground at the conduit ends as shown. This wire will allow empty plastic conduits to be located with electronic equipment.

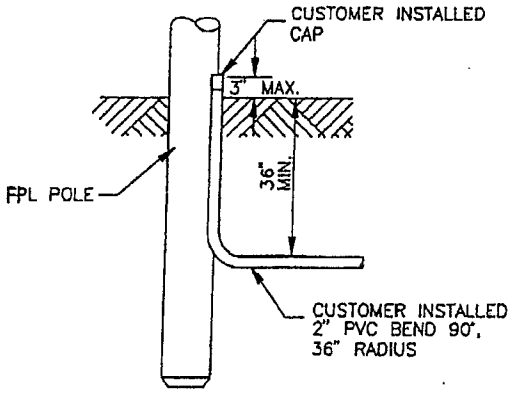
This method is not intended for cases where conduit is installed strictly for road crossings only. In these cases ECM markers should be used to mark the conduit ends.



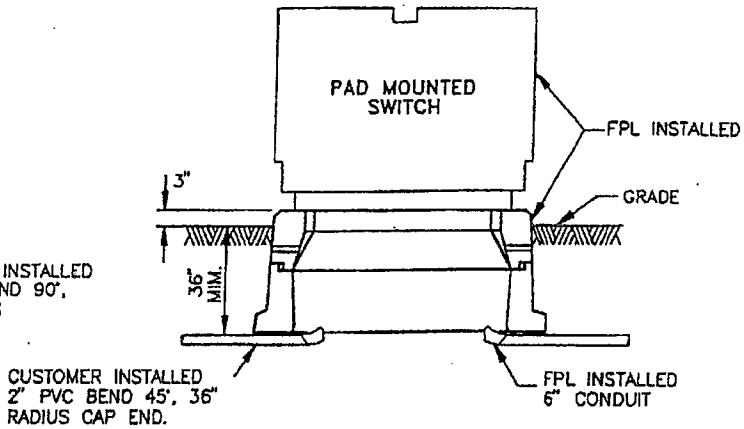
WHERE TO INSTALL #12C WIRE



DRAWING SYMBOLS



TYPICAL PVC CONDUIT BEND AT RISER POLE INSTALLATION



TYPICAL CONDUIT ENTRANCES TO PAD MOUNTED SWITCH

SYMBOLS

	EXISTING	PROPOSED
CONDUCTORS – PRIMARY FPL OWNED, IN CONDUIT, WITH CONDUCTOR SIZE, METAL, RATED VOLTAGE INSULATION AND NEUTRAL INDICATED.	—+—PNC—+—	—+—PNC—+—
CONDUCTORS – SECONDARY – STREET LIGHT FPL OWNED, IN CONDUIT, WITH CONDUCTOR SIZE, METAL AND INSULATION INDICATED (HM/HD TPX SHOWN).	1/0A	4/0A
SERVICE LATERALS THREE-WIRE SECONDARY SERVICE. FPL OWNED IN CONDUIT WITH CONDUCTOR SIZE, METAL, INSULATION AND JACKET INDICATED.	3-2C RN	1/0A TPX
EMPTY CONDUIT	—C—	—C— —C—
PADMOUNTED TRANSFORMERS PADMOUNTED TRANSFORMER, 1ø, WITH kVA RATING (FRONT, OR TERMINAL CHAMBER, IS SMALL RECTANGLE AT RIGHT END OF SYMBOL. PRIMARY PHASE INDICATED) TRANSFORMER STYLE SHOWN AS FOLLOWS: (RS) – REGULAR SIZE – 42" + HIGH, (DF) – DEAD FRONT – 32 " + HIGH, (LS) – LOW STYLE – 24" + HIGH.	B 15	B 15
STRUCTURES ELECTRONIC CABLE MARKER AND OR SPLICE PIT (BURIED)		
SERVICE HANDHOLE		

F P L

APPENDIX A

UN-27.0.0	RECOMMENDED PRACTICES FOR FIELD JOINING OF PVC CONDUIT (USING CLEAR SOLVENT CEMENT) AND PVC CONDUIT INSTALLATION	UN-27.0.0

FIELD JOINING

1. EXAMINE EACH LENGTH OF CONDUIT AND ENSURE THERE ARE NO INTERIOR OR EXTERIOR IMPERFECTIONS, CRACKS, ETC. REMOVE ALL FOREIGN MATERIAL FROM INSIDE CONDUIT.

2. USING A HACKSAW, FINE TOOTH WOOD SAW, OR NYLON STRING, CUT PIPE SQUARE (IF REQUIRED). REMOVE ANY BURRS AND BEVEL ANY SHARP EDGES. WIPE DRY WITH A CLEAN, DRY CLOTH.

3. APPLY CEMENT (M & S #522-14100-7) UNIFORMLY ON INSIDE OF BELL OR FITTING. APPLY UNIFORM COAT OF CEMENT ONTO CONDUIT END. DO NOT POUR, SPLASH, OR GLOB CEMENT ON!

4. IMMEDIATELY INSERT THE CONDUIT INTO THE BELL END OF FITTING ALL THE WAY TO THE INSIDE SHOULDER. ENSURE SNUG FIT AND TURN CONDUIT 1/4 TURN TO DISTRIBUTE CEMENT EVENLY.

5. HOLD JOINT FOR APPROXIMATELY ONE MINUTE TO ALLOW CEMENT TO BEGIN SETTING. WIPE OFF EXCESS CEMENT.
   (NOTE: MANUFACTURER RECOMMENDATIONS ARE TO ALLOW FOR A MINIMUM OF 10 MINUTES OF DRYING TIME PRIOR TO ANY BACKFILLING. WEATHER CONDITIONS MAY VARY THIS SETTING TIME.)

FIELD INSTALLATION

1. LAY CONDUIT RUN INTO TRENCH. DO NOT KICK, THROW OR SLAM IT IN!

2. SURROUNDING TRENCH BACKFILL MUST BE FREE OF LARGE OR SHARP ROCKS, CINDERS OR OTHER DEBRIS WHICH WILL DAMAGE CONDUITS DURING BACKFILL OPERATION OR SUBSEQUENT COMPACTION.

3. IN CORAL ROCK AREAS, IT IS RECOMMENDED THAT HAND BACKFILLING FOR THE FIRST 3 TO 6 INCHES BE PERFORMED.

4. INSTALL PLUGS OR END BELLS ON ALL VACANT DUCTS, AS REQUIRED.

5. THE FINISHED CONDUIT RUN SHALL BE RODDED IN AN APPROVED MANNER (I.E. WINCH LINE, MANDREL, ETC.) TO VERIFY CONTINUITY AND CLEANLINESS. (NOTE: NO CONDUIT RUN SHALL BE ACCEPTED AS PROPERLY INSTALLED UNLESS FREE PASSAGE IS OBTAINED AND VERIFIED BY FPL SUPERVISION.)

FPL
OH & UG DISTRIBUTION SYSTEM STANDARDS

NO.	DATE	REVISION	ORIG.	DRAWN	APPR.

ORIGINATOR: CM DRAWN BY: BQ

DATE: 9-30-94 APPROVED: R. J. SALESKY NO SCALE
SUPERVISOR, OH/UG PRODUCT SUPPORT SERVICES

APPENDIX B

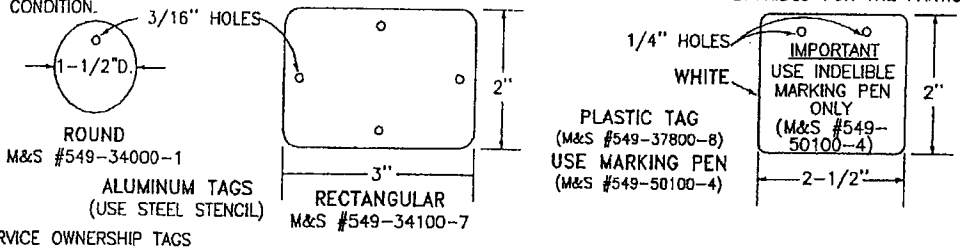
UV-12.0.0	IDENTIFICATION OF UNDERGROUND CABLES AND VACANT CONDUITS	UV-12.0.0

GENERAL ALL UNDERGROUND CIRCUITS SHOULD BE IDENTIFIED WHERE APPLICABLE AS FOLLOWS:

- FEEDER NUMBER
- SWITCH NUMBER
- PHASE
- CONDUCTOR SIZE, METAL, TYPE INSULATION AND VOLTAGE RATE (IF NOT SAME AS OPERATING VOLTAGE)
- SOURCE OR DIRECTION OF FEED
- OWNERSHIP
- ADDRESS OF BUILDING SERVED
- TLM NUMBER
- DATE OF FAILURE ON SECTION OF CABLE (DIRECT BURIED ONLY)
- ANY UNUSUAL CONDITIONS, I.E. CABLE IN CONDUIT, PARTIALLY IN CONDUIT, DIRECT BURIED, ETC.

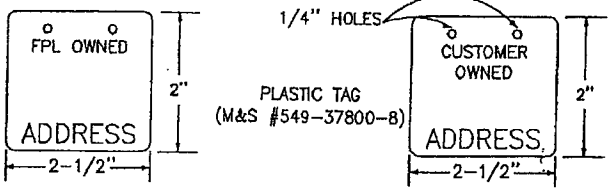
ALL CIRCUITS AND VACANT CONDUITS SHOULD BE APPROPRIATELY IDENTIFIED AT EACH TERMINAL OR SWITCHING POINT AND ALL INTERMEDIATE LOCATIONS SUCH AS VAULTS, MANHOLES, PAD MOUNTED TRANSFORMERS, OR HANDHOLES. WHEN THE CIRCUIT OR VACANT CONDUIT IS OWNED BY OTHER THAN FLORIDA POWER & LIGHT COMPANY, SHOW "CUST" ON APPROPRIATE TAG. IF NECESSARY INFORMATION CANNOT BE SHOWN ON ONE TAG, USE ADDITIONAL TAGS.

INFORMATION WILL BE PLACED ON APPROVED TAGS SHOWN BELOW IN THE MANNER DESCRIBED FOR THE PARTICULAR CONDITION.



SERVICE OWNERSHIP TAGS

PLACE INSIDE METER CAN. USE TIE WRAP TO ATTACH TAG TO CONDUCTORS. PRINT ADDRESS USING MARKING PEN (M&S #549-50100-4)



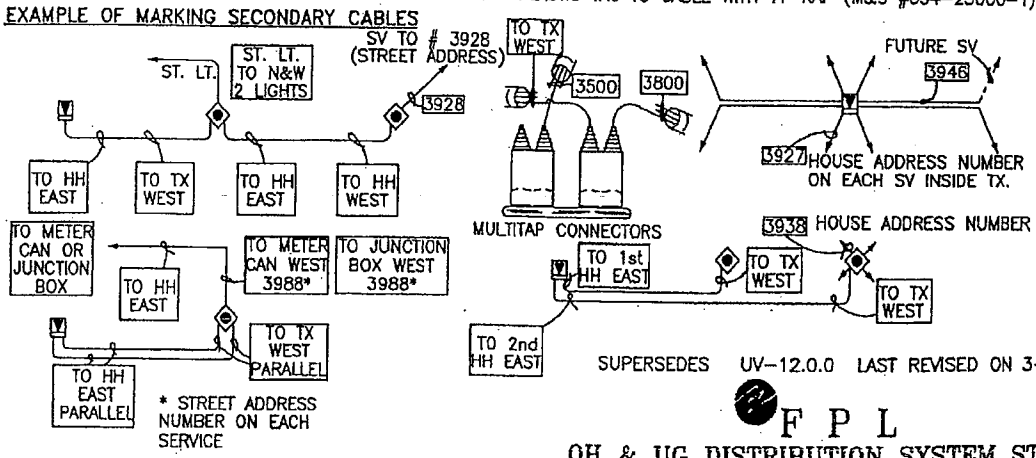
UNDERGROUND DUCT & MANHOLE SYSTEMS

USE ALUMINUM TAGS, AFFIXED TO CABLES WITH #12C-TW ON ALL CIRCUITS IN UNDERGROUND SYSTEMS, SUCH AS SUBWAY VAULTS, MANHOLES, RISER POLES, ETC. ROUND ALUMINUM TAGS ARE FOR FEEDER NUMBER AND PHASE IDENTIFICATION. RECTANGULAR ALUMINUM TAGS ARE USED FOR ALL OTHER IDENTIFICATION PURPOSES FOR EXAMPLE, ON ISOLATED NEUTRAL CONDUCTORS OF PILC CABLES, ETC.

DIRECT BURIED AND CABLE IN CONDUIT SYSTEMS

USE ALUMINUM TAGS FOR CUSTOMER I.D. AS INDICATED ABOVE FOR LOCATIONS THAT WILL BE SUBJECTED TO SUNLIGHT. USE PLASTIC TAGS FOR URD CABLE TERMINATION TAGGING AND AT OTHER LOCATIONS SUCH AS PADMOUNTED TRANSFORMERS AND HANDHOLES. ALLOW 10 SECONDS MINIMUM DRYING TIME TO PREVENT SMEARING. FASTEN PLASTIC TAG TO CABLE WITH TY-RAP (M&S #534-25000-1).

EXAMPLE OF MARKING SECONDARY CABLES



SUPERSEDES UV-12.0.0 LAST REVISED ON 3-15-91

F P L

OH & UG DISTRIBUTION SYSTEM STANDARDS

ORIGINATOR: RJO DRAWN BY: MLG

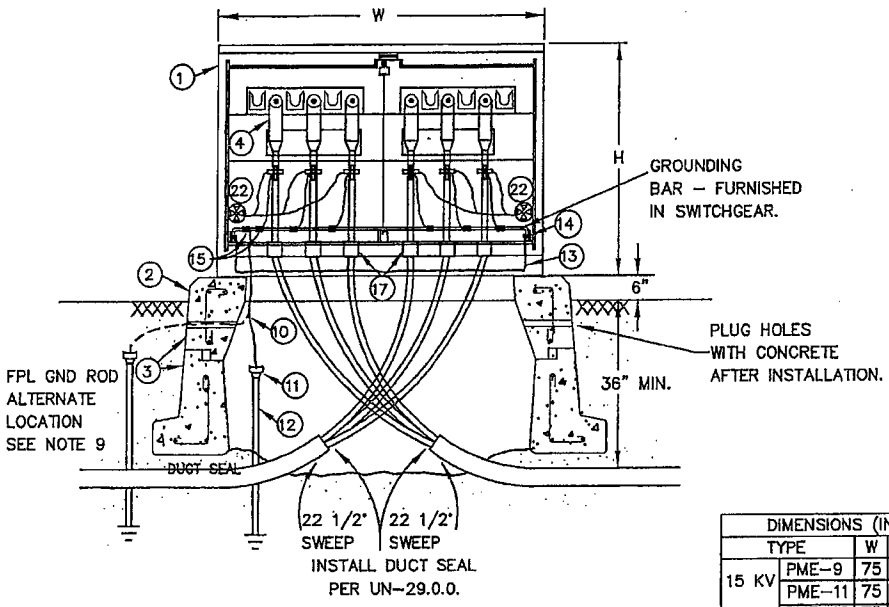
NO.	DATE	REVISION	ORIG.	DRAWN	APPR.
0	9-30-94	CHANGED PAGE FORMAT AND REVISED NOTES AND DIMENSIONS	RJO	MLG	RJS

DATE: 9-30-94 APPROVED: R.J. SALESKY NO SCALE

SUPERVISOR, OH/UG PRODUCT SUPPORT SERVICES

C-32.0.2	TYPICAL INSTALLATION OF 15 OR 25 KV S & C TYPE PME DEAD FRONT THREE PHASE PAD MOUNTED SWITCHGEAR	C-32.0.2

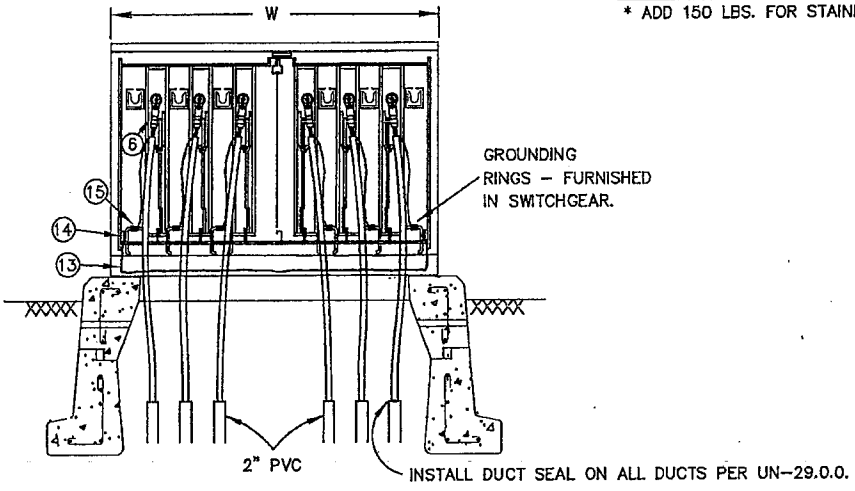
C



600 AMP FEEDER SIDE
SECTION A-A

DIMENSIONS (INCHES)					WEIGHT IN LBS.*
TYPE		W	D	H	
15 KV	PME-9	75	67	50	2300
	PME-11	75	73	50	2350
	PME-10	75	73	50	2400
25 KV	PME-9	84	82	56	2900
	PME-11	84	88 1/2	56	2950
	PME-10	84	88 1/2	56	3000

* ADD 150 LBS. FOR STAINLESS STEEL.



FUSE SIDE (PME-9 SHOWN)
SECTION B-B

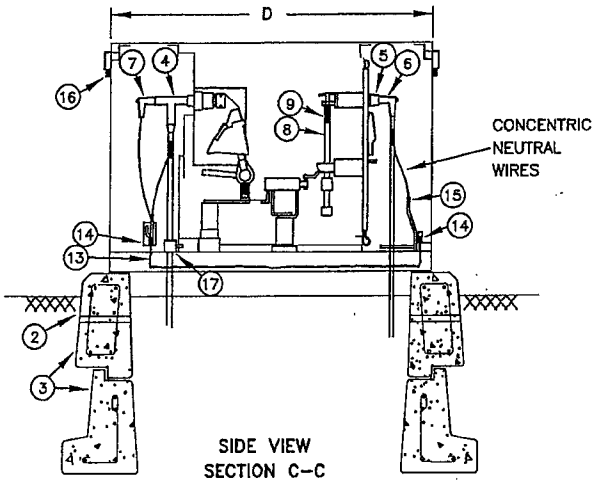
F P L
OH & UG DISTRIBUTION SYSTEM STANDARDS

NO.	DATE	REVISION	ORIG.	DRAWN	APPR.
2	7/21/01	UPDATE DRAWING ADDED PME-10 AND CHANGED SOME TEXT	RAP	JES	JJM
1	9/30/94	ADDED ARROW TO INCLUDE TOP CHAMBER SECTION ③	RJO	BAQ	RJS

ORIGINATOR: RWS
DRAWN BY: JRG
DATE: 6/30/93
APPROVED: R.J. SALESKY
DIRECTOR, DISTRIBUTION ENGINEERING AND OPERATIONS SERVICES
NO SCALE

C-32.0.3	TYPICAL INSTALLATION OF 15 OR 25KV S&C TYPE PME DEAD FRONT THREE PHASE PAD MOUNTED SWITCHGEAR	C-32.0.3

C



SIDE VIEW
SECTION C-C

NOTES:

1. WHEN CHANGING OUT A LIVE FRONT PAD MOUNTED SWITCH TO A DEAD FRONT PAD MOUNTED SWITCH, IT IS IMPORTANT TO ENSURE THAT THE REPLACEMENT DEAD FRONT SWITCH HAS THE SIX INCH ADAPTER BASE SPACER. THE NEW SWITCH MUST BE INSTALLED WITH THE SAME ORIENTATION AS THE OLD SWITCH IN ORDER TO ENSURE THAT THE ADAPTER BASE SPACER MATCHES THE NEW SWITCH CORRECTLY TO THE ORDER, SMALLER SIZED PAD. NOTE: IT IS NO LONGER REQUIRED TO CHANGE OUT THE TOP PAD PORTITION OF THE CHAMBER. USE 600 AMP REPLACEMENT ELBOWS (M & S # 163-50256-7), AS SHOWN IN DCS UH-40.0.0, FOR THE FEEDER CABLES AND 200 AMP REPAIR ELBOWS (VARIOUS M & S NUMBERS), AS SHOWN IN UH-78.0.0 FOR THE LOOP SIDE PRIMARY CABLES.
2. CABLES MUST NOT BE IN CONTACT WITH THE EDGE OF CHAMBER FOOTING. TOP VIEW SHOWS CORRECT ROUTING FOR FEEDER CABLES THAT IS NECESSARY TO PROVIDE FOR CABLE MOVEMENT.
3. PRIMARY CABLES MUST BE ABLE TO REACH PARKING LOCATIONS.
4. ALLOW SUFFICIENT LENGTH OF CONCENTRIC NEUTRAL TO REACH GROUNDING BARS AND PERMIT FREE MOVEMENT OF ELBOWS.
5. BRASS STUDS FURNISHED WITH THE 600 AMP ELBOW KITS MUST BE INSTALLED AND TIGHTENED SECURELY (55 FT. LBS.) IN THE 600 AMP BUSHINGS. THE SHORT THREADED END OF THE STUD GOES INTO THE BUSHING. SEE UH-41.0.1 AND UH-41.0.2 FOR 600 AMP ELBOW DETAILS.
6. INSTALL 800 AMP 3ø FAULT INDICATORS ON EACH SET OF FEEDER CABLES. SEE UV-14.0.0, UV-14.0.1, UV-14.0.2.
7. LOOP SIDE PRIMARY CABLES (#1/0A) MUST GO THRU CABLE GUIDES TO AVOID CONFLICT WITH FUSE DOOR WHEN IT IS ROTATED TO OPEN.
8. CABLE SPOOLS (2 1/2") SHOULD BE USED ON THE FEEDER CABLE TO CORRECTLY POSITION THE CABLES FOR EASIER INSTALLATION OF THE BOLT-ON ELBOW TERMINATORS ON TO THE 600 AMP BUSHINGS. THE 600 AMP ELBOWS MUST BE BE INSTALLED PERFECTLY STRAIGHT (VERTICALLY AND HORIZONTALLY) ONTO THE 600 AMP BUSHINGS TO PROPERLY ENGAGE THE THREADS. THE SPOOLS ARE TO BE BOLTED TO THE BOTTOM FLANGE OF THE SWITCH COMPARTMENT WALL WITH 3/8" X 1 1/2" BOLTS THRU EXISTING HOLES PROVIDED BY THE SWITCH MANUFACTURER.
9. MAKE CERTAIN OF CABLE LOCATIONS BEFORE DRIVING GROUND RODS. WHEN INSTALLING GROUND RODS IN ALTERNATE LOCATION, INSURE THAT BOTH THE TOP OF THE ROD AND THE #4C WIRE ARE AT LEAST 3" BELOW GRADE AND ARE COVERED. EXISTING 3/4" HOLES SHOULD BE USED IF AT LEAST 3" BELOW GRADE.
10. APPLY CAULKING COMPOUND TO SEAM BETWEEN PAD MOUNTED SWITCH AND PAD CHAMBER.
11. UNUSED FUSE POSITIONS MUST HAVE BUSHINGS & PROTECTIVE CAPS INSTALLED. UNUSED FEEDER POSITIONS MUST HAVE 600 AMP PROTECTIVE CAPS (M&S #163-64500-7).
12. AFTER THE PADMOUNTED SWITCH IS INSTALLED, THE LIFTING BRACKETS MUST BE REMOVED AND STORED INSIDE THE CABINET OR TURNED DOWN SO THAT THEY DO NOT PROTRUDE ABOVE THE TOP OF THE CABINET.
13. ENSURE THAT THE "CAUTION" LABEL (M&S #548-56010-4) IS INSTALLED ON EACH SIDE OF THE SWITCH HAVING ACCESS TO THE HIGH VOLTAGE SWITCH AND/OR THE HIGH VOLTAGE FUSE COMPARTMENTS PER DCS Z-35.0.0.
14. SEAL DUCTS PER UN-29.0.0.

SUPERSEDES C-32.0.3 LAST REVISED ON 9-30-94

FPL

OH & UG DISTRIBUTION SYSTEM STANDARDS

NO.	DATE	REVISION	ORIG.	DRAWN	APPR.
3	8/20/02	UPDATE DWG. (NOTE 1)	CEA	JES	JJM
2	8/13/01	UPDATE DWG. (NOTES 10, 12, 13, & 14)	CEA	JES	JJM
1	8/09/96	ADDITION TO NOTE 11	PMG	RAS	JJM

ORIGINATOR: PMG DRAWN BY: RAS

DATE: 9/30/94 APPROVED: J.J. MCEVOY NO SCALE

SUPERVISOR, OH/UG PRODUCT SUPPORT SERVICES

C-32.0.4	TYPICAL INSTALLATION OF 15 OR 25KV S&C TYPE PME DEAD FRONT THREE PHASE PAD MOUNTED SWITCHGEAR	C-32.0.4

C

MATERIAL LIST

ITEM	DESCRIPTION			QUANTITY	M&S NO.
1	15KV SWITCHGEAR	PME-9	(2-THREE PHASE FEEDER POSITIONS AND 6 FUSE POSITIONS	1	STANDARD 270-67400-7 STAINLESS STEEL 270-67401-5
		PME-11	(3-THREE PHASE FEEDER POSITIONS AND 3 FUSE POSITIONS	1	STANDARD 270-67900-9 STAINLESS STEEL 270-67901-7
		PME-10	(4-THREE PHASE FEEDER POSITIONS AND NO FUSE POSITIONS	1	STANDARD 270-683-000 STAINLESS STEEL 270-683-050
	25KV SWITCHGEAR	PME-9	(2-THREE PHASE FEEDER POSITIONS AND 6 FUSE POSITIONS	1	STANDARD 270-67200-4 STAINLESS STEEL 270-67201-2
		PME-11	(3-THREE PHASE FEEDER POSITIONS AND 3 FUSE POSITIONS	1	STANDARD 270-68100-3 STAINLESS STEEL 270-68101-1
		PME-10	(4-THREE PHASE FEEDER POSITIONS AND NO FUSE POSITIONS	1	STANDARD 270-684-000 STAINLESS STEEL 270-684-050
2	PAD (TOP SECTION ONLY) FOR REPLACING LF WITH DF		FOR 15KV FOR 25KV	1	162-12203-5 162-12205-1
3	PAD & CABLE CHAMBER (TOP & BOTTOM SECT.)		FOR 15KV FOR 25KV	1	162-12201-9 162-12202-7
4	DEAD FRONT TERMINATOR, 1000 KCMIL AL		15KV 25KV	VARIES	163-63900-7
5	LOADBREAK BUSHING, 200 AMP		15KV 25KV	VARIES	163-86100-1 163-86400-1
6	ELBOW TERMINATOR, 1/0 AL		15KV 25KV	VARIES	163-58700-7 163-50200-1
7	PROTECTIVE CAP 200 AMP		(15KV SWITCHES ONLY)	VARIES	163-02200-0
	ELBOW SURGE ARRESTER		(25KV SWITCHES ONLY)	VARIES	334-01500-5
8	SME-4Z FUSE HOLDERS		15KV 25KV	VARIES	531-56150-1 531-56310-5
9	FUSES: REFILL UNITS FOR SME-4Z, SM-4Z&SML-4Z FUSE HOLDERS 15KV: 20 AMP 531-38700-5; 30 AMP 531-38800-1; 50 AMP 531-38900-8; 65 AMP 531-39500-8; 80 AMP 531-39501-6; 100 AMP 531-39600-4; 125 AMP 531-39800-7; 150 AMP 531-40200-4; 175 AMP 531-40300-1; 200 AMP 531-39000-6 25KV: 10 AMP 531-32700-2; 15 AMP 531-32800-9; 20 AMP 531-32900-5; 30 AMP 531-33000-3; 40 AMP 531-33100-0; 50 AMP 531-33200-6; 65 AMP 531-33300-2; 80 AMP 531-33400-9; 100 AMP 531-33500-5; 125 AMP 531-33700-8; 150 AMP 531-33800-4; 175 AMP 531-33900-1; 200 AMP 531-34000-9				NOTE: THE FUSE REFILLS ARE THE SAME AS THOSE USED IN LIVEFRONT SWITCHES
10	WIRE #4C SDB			6	112-30900-0
11	CONNECTOR, GROUND ROD, CLAMP TYPE			1	120-03610-6
12	COPPERWELD GROUND RODS AS REQUIRED GROUND ROD COUPLINGS			VARIES	130-61400-5 130-40510-4
13	#4/0C CABLE, 600V			27	110-10106-1
14	CONNECTOR #4/0 COPPER CABLE TO FLAT			6	120-87100-5
15	CONNECTOR, COPPER TO COPPER, BOLTED		PME-9 PME-11 PME-10	19 22 25	102-80000-2
16	LOCK STANDARD PADLOCK, SMALL		PME-9 PME-11 PME-10	4 5 6	546-24601-1
17	CABLE SPOOL, 2 1/2"		PME-9 PME-11 PME-10	6 9 12	160-30600-7
18	BOLT, 3/8" X 1 1/2" (FOR SPOOLS)			SAME AS SPOOLS	161-47900-2
19	NUT, 3/8" (FOR SPOOLS)			SAME AS SPOOLS	161-45000-4
20	WASHER FLAT 3/8" (FOR SPOOLS)			SAME AS SPOOLS	145-35900-6
21	LOCKWASHER, 3/8" (FOR SPOOLS)			SAME AS SPOOLS	161-52400-8
22	FAULT INDICATOR, 800 AMP, 3 PHASE		PME-9 PME-11 PME-10	2 3 4	163-29700-9

SUPERSEDE C-32.0.4 LAST REVISED ON 9-30-94

REPLACEMENT PARTS FOR SWITCHES
600 AMP BUSHINGS 15KV 274-00200-3
25KV 274-00300-0
200 AMP BUSHING WELLS 15KV 274-00220-8
25KV 274-00320-4

F P L
OH & UG DISTRIBUTION SYSTEM STANDARDS

ORIGINATOR: PMG DRAWN BY: RAS

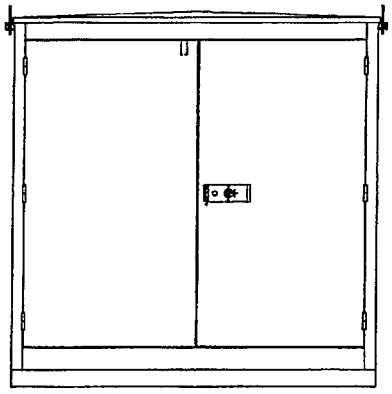
DATE: 9/30/94 APPROVED: J.J. MCEVOY NO SCALE
SUPERVISOR, OH/UG PRODUCT SUPPORT SERVICES

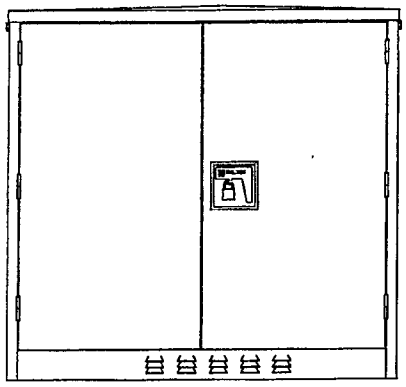
NO.	DATE	REVISION	ORIG.	DRAWN	APPR.
2	06/06/01	ADDED PME-10 SWITCH	CEA	JES	JJM
1	8/09/96	ADDITION TO ITEM 12	PMG	RAS	JJM

J-4.0.2	TYPICAL INSTALLATION OF 25 KV S & C DEAD FRONT SWITCHGEAR AND THREE PHASE PAD-MOUNTED CAPACITOR BANK	J-4.0.2

NOTES:

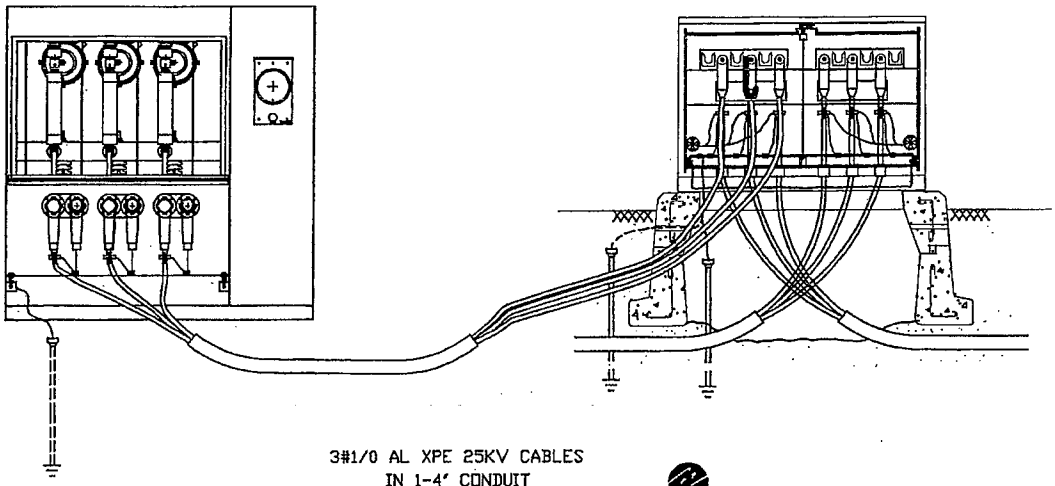
1. INSTALL 92' X 92' PRECAST PAD (M & S 162-25100-5)
2. DRIVE GROUND RODS & ATTACH #2 CU GROUND TO GROUNDING LUGS.
3. INSTALL URD CAPACITOR BANK (M & S 223-38800-1) ON PAD.
4. INSTALL ROTATABLE FEED-THRU BUSHING 25KV (M & S 163-25000-2) ON EACH BUSHING.
5. INSTALL 200 AMP ELBOWS ON ROTATABLE FEED-THRU BUSHINGS.
6. INSTALL 18KV ELBOW ARRESTERS (M & S 334-01500-5) ON ROTATABLE FEED-THRU BUSHINGS.





CAPACITOR CABINET

SWITCH CABINET



3#1/0 AL XPE 25KV CABLES
IN 1-4' CONDUIT
MAXIMUM OF 100 FEET

F P L

OH & UG DISTRIBUTION SYSTEM STANDARDS

NO.	DATE	REVISION	ORIG.	DRAWN	APPR.

ORIGINATOR: LFV

DRAWN BY: J. SHOUP

DATE: 07/26/01

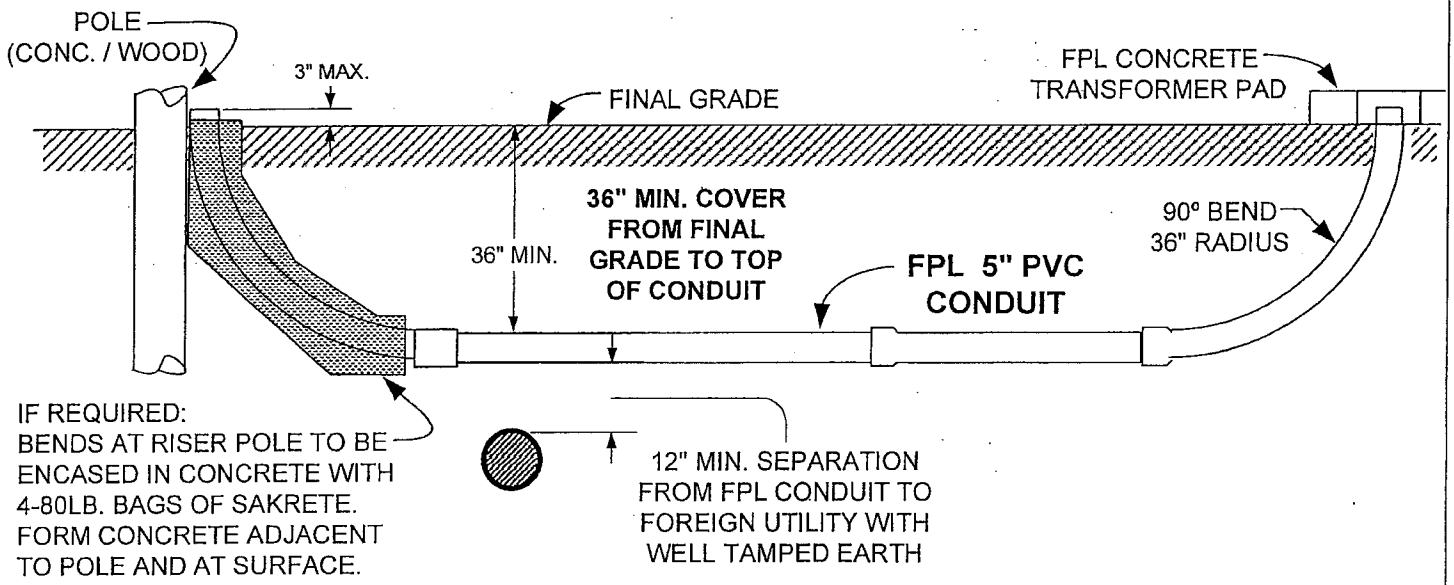
APPROVED: J.J. MCEVOY
SUPERVISOR, OH/UG PRODUCT SUPPORT SERVICES

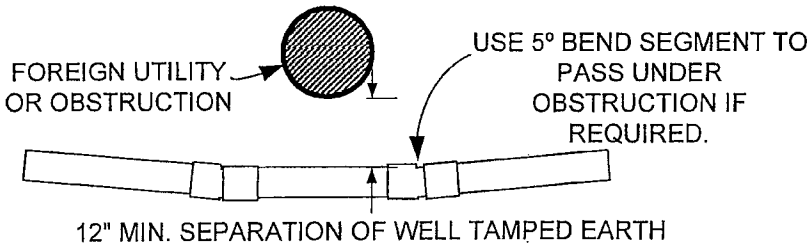
NO SCALE

J

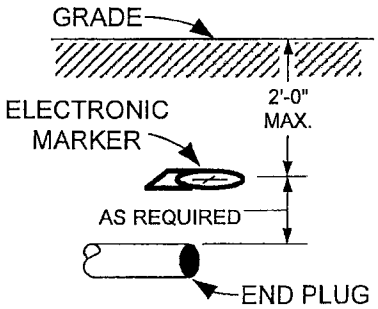
**** NOTICE****

- CALL SUNSHINE 1-800-432-4770 48HOURS BEFORE YOU DIG FOR UNDERGROUND LOCATIONS.
- NOTIFY FPL REP. FOR INSPECTION OF TRENCH DEPTH & PVC INSTALLATION PRIOR TO BACKFILLING TRENCH.





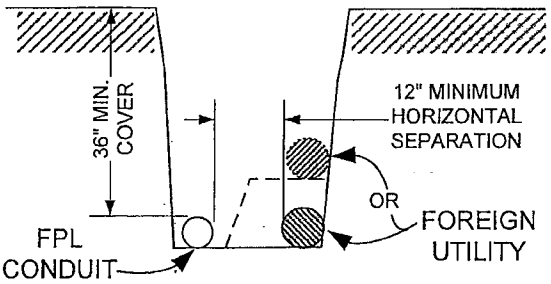
FPL CONDUIT CROSSING UNDER A FOREIGN UTILITY



DUCT END MARKING
(IF REQUIRED)

NOTES:

- BACK-FILL WITHIN 4" OF THE CONDUIT TO BE FREE OF MATERIAL THAT MAY DAMAGE CONDUIT SYSTEM (BOARDS, ROCKS LARGER THAN 1" IN DIAMETER, DEBRIS, ETC.)
- IF COMPACTION OF TRENCH ROUTE IS REQUIRED FOR PAVING, ETC. BEGIN MACHINE COMPACTION 6" MINIMUM ABOVE CONDUIT.
- WHERE 36" OF COVER CANNOT BE MAINTAINED, 30" OF COVER WILL BE ALLOWED WITH 3" OF CONCRETE ENCASEMENT AROUND THE CONDUIT. (N.E.S.C. RULE FOR PRIMARY VOLTAGES)
- INSTALL A CONTINUOUS LENGTH OF PULL STRING IN ALL CONDUIT RUNS.



INSTALLATION OF FPL CONDUIT PARALLEL WITH - OR - IN A SHARED TRENCH WITH A FOREIGN UTILITY.

MATERIAL LIST 5" PVC SCH 40 CONDUIT	
20' LENGTH (BELLED END)	164-33800-1
90° BEND 36" RADIUS	164-25250-5
90° BEND 48" RADIUS	164-25200-9
45° BEND 48" RADIUS	164-61400-8
5° BEND SEGMENT	164-56100-1
22.5° SWEEP 12'-6" RADIUS	164-13000-1
STRAIGHT COUPLING	164-44900-7
REPAIR SLEEVE 6' LONG	164-47530-0
END PLUG	164-53500-1
ELECTRONIC MARKER	590-61601-5

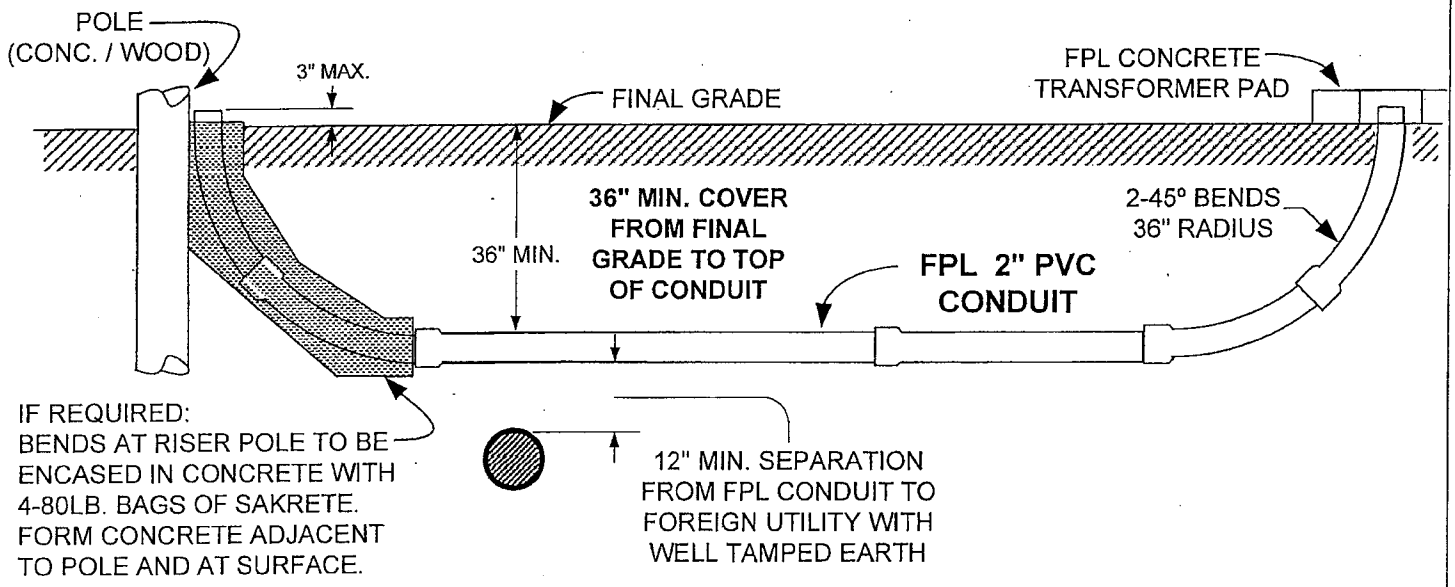
FPL SUPPLIED 5" PVC CONDUIT

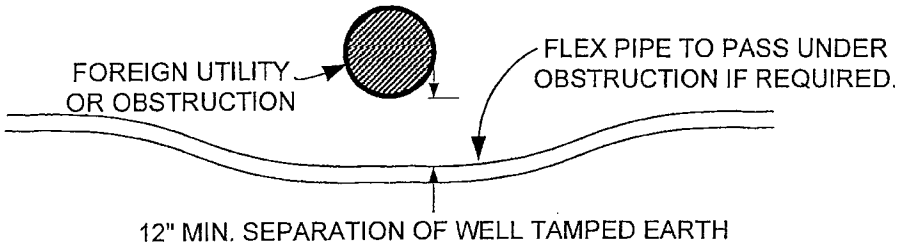
TYPICAL CUSTOMER INSTALLATION DETAILS

(PORTIONS OF UN-6, UN-15,CONC. & PAD DETAILS)

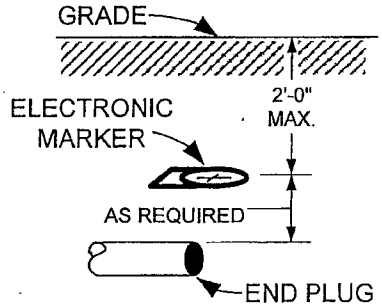
****** NOTICE******

- **CALL SUNSHINE 1-800-432-4770 48HOURS BEFORE YOU DIG FOR UNDERGROUND LOCATIONS.**
- **NOTIFY FPL REP. FOR INSPECTION OF TRENCH DEPTH & PVC INSTALLATION PRIOR TO BACKFILLING TRENCH.**





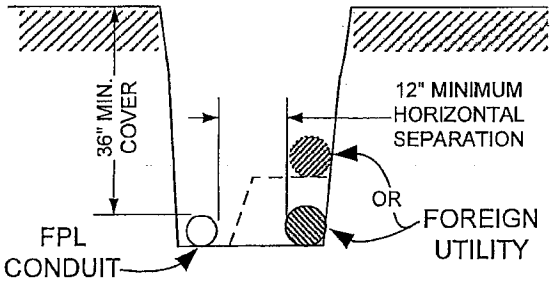
FPL CONDUIT CROSSING UNDER A FOREIGN UTILITY



DUCT END MARKING
(IF REQUIRED)

NOTES:

- BACK-FILL WITHIN 4" OF THE CONDUIT TO BE FREE OF MATERIAL THAT MAY DAMAGE CONDUIT SYSTEM (BOARDS, ROCKS LARGER THAN 1" IN DIAMETER, DEBRIS, ETC.)
- IF COMPACTION OF TRENCH ROUTE IS REQUIRED FOR PAVING, ETC. BEGIN MACHINE COMPACTION 6" MINIMUM ABOVE CONDUIT.
- WHERE 36" OF COVER CANNOT BE MAINTAINED, 30" OF COVER WILL BE ALLOWED WITH 3" OF CONCRETE ENCASEMENT AROUND THE CONDUIT. (N.E.S.C. RULE FOR PRIMARY VOLTAGES)
- INSTALL A CONTINUOUS LENGTH OF PULL STRING IN ALL CONDUIT RUNS.



INSTALLATION OF FPL CONDUIT PARALLEL WITH - OR - IN A SHARED TRENCH WITH A FOREIGN UTILITY.

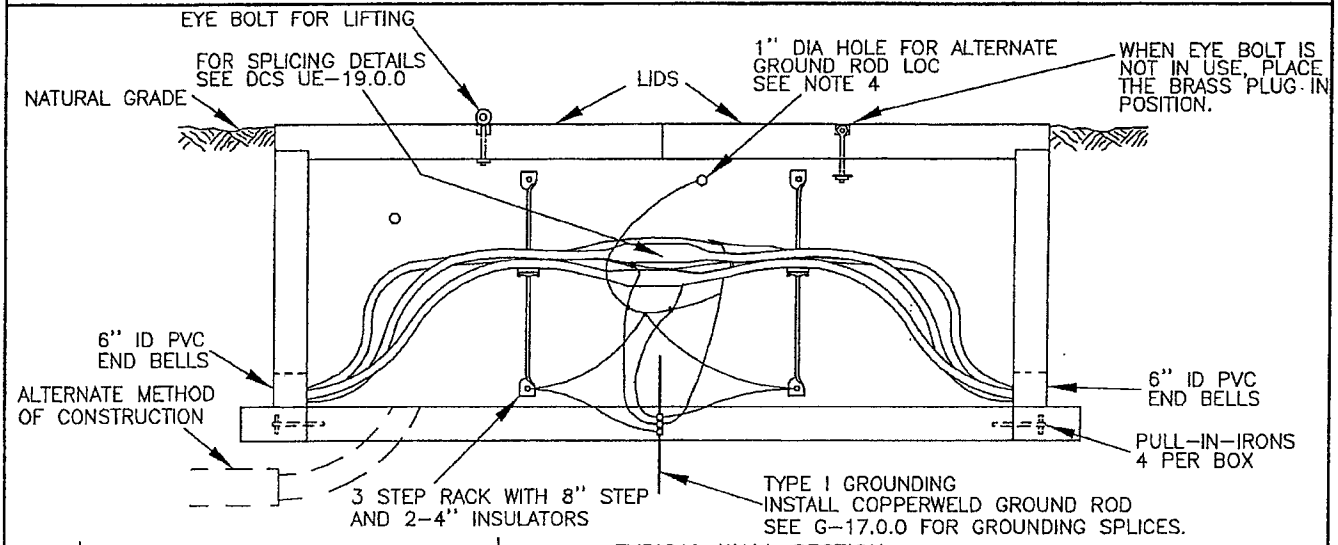
MATERIAL LIST 2" PVC SCH 40 CONDUIT	
20' LENGTH (BELLED END)	164-33100-6
90° BEND 24" RADIUS	164-23800-6
45° BEND 36" RADIUS	164-23945-2
45° BEND 24" RADIUS	164-23900-2
STRAIGHT COUPLING	164-47000-6
REPAIR SLEEVE 4" LONG	164-47520-2
END PLUG	164-54800-5
ELECTRONIC MARKER	590-61601-5

FPL SUPPLIED 2" PVC CONDUIT

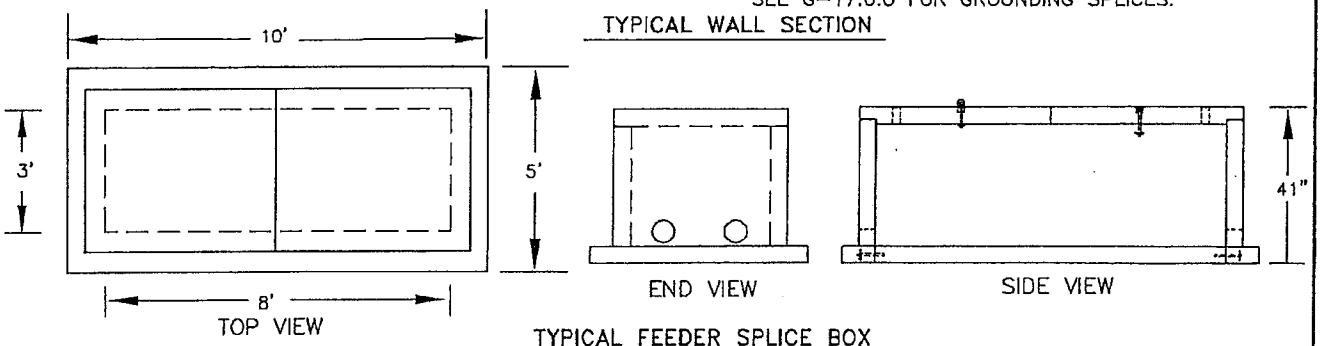
TYPICAL CUSTOMER INSTALLATION DETAILS

(PORTIONS OF UN-6, UN-15, CONC.& PAD DETAILS)

UN-18.0.0	FEEDER SPLICE BOX	UN-18.0.0



TYPICAL WALL SECTION



TYPICAL FEEDER SPLICE BOX

M&S NUMBER	DESCRIPTION
162-240-003	CONCRETE FEEDER SPLICE BOX & LIDS.
162-241-000	CONCRETE FEEDER SPLICE BOX & LIDS COMES WITH SPECIAL BRUSHED SIDEWALK FINISH LIDS AND FLUSH INSERTS SUITABLE FOR PEDESTRIAN TRAFFIC.
162-242-203	POLYMER CONCRETE FEEDER SPLICE BOX. TO BE INSTALLED ONLY IN NON ACCESSIBLE AREAS, NOT TO BE SUBJECTED TO ANY VEHICULAR TRAFFIC SUCH AS STREETS, PARKING LOTS OR DRIVEWAYS.

NOTES:

1. LEAVE SUFFICIENT EXPOSED GROUND ROD TO INSTALL 6 EACH #4/0-#2 CONNECTORS M&S #120-118-005.
2. GROUND ALL SPLICES PER DISTRIBUTION STANDARD G-17.0.0.
3. GROUND CABLE RACKS.
4. EACH SPLICE BOX IS SUPPLIED WITH 2-1" DIA HOLE FOR ALTERNATE GROUND ROD LOCATION. MAKE ALL GROUNDING CONNECTIONS INSIDE THE BOX. RUN SUFFICIENT AMOUNT OF 4/0 TO MAKE CONNECTION TO ALT. GROUND ROD LOCATION. RESEAL 1" DIA HOLE WITH AQUASEAL.
5. DISTRIBUTION SPLICE BOX AND LIDS ARE DESIGNED FOR H-20 VEHICLE LOADING. (FULL TRAFFIC LOADING)
6. WEIGHT OF SPLICE BOX (W/O LIDS) =6700 LBS. DIMENSIONS ARE 10' X 5' X 41" DEEP
7. WEIGHT OF EACH LID=1400 LBS. TWO LIDS REQUIRED. M & S # FOR LID ONLY 162-240-011.
8. URD FEEDER CABLE SPLICES MUST BE BONDED TO DRIVEN GROUNDS.
9. REFER TO UE-19.1.1 & UE-19.1.2 FOR SPLICE ASSEMBLY. A WATER TIGHT SEAL MUST BE MADE WHERE INSULATED
10. CONDUCTORS CONNECT TO SYSTEM NEUTRAL. SEE G-17.0.0
11. THE MAXIMUM PERMISSIBLE IMPEDENCE TO SYSTEM NEUTRAL FOR A DRIVEN GROUND IS 25 OHMS.
12. AS SHOWN ABOVE, THE PVC MAY ENTER UNDERNEATH THE SPLICE BOX BY USING A 45 DEGREE SWEEP. SEAL CONDUIT WITH DUCT SEAL.
13. IN AREAS SUBJECT TO WATER INTRUSION, INSTALL A SUFFICIENT AMOUNT OF PEAROCK 1/4"-3/4" SIZE ROCK TO ALLOW FOR THE PERCOLATION OF THE WATER.
14. IF FEEDER SPLICE BOX IS TO BE INSTALLED IN A SIDEWALK. A SEPERATION WILL BE NEEDED BETWEEN THE CONCRETE AND THE LIDS.
15. REFER TO UX-233.0.1

FPL

OH & UG DISTRIBUTION SYSTEM STANDARDS

UN

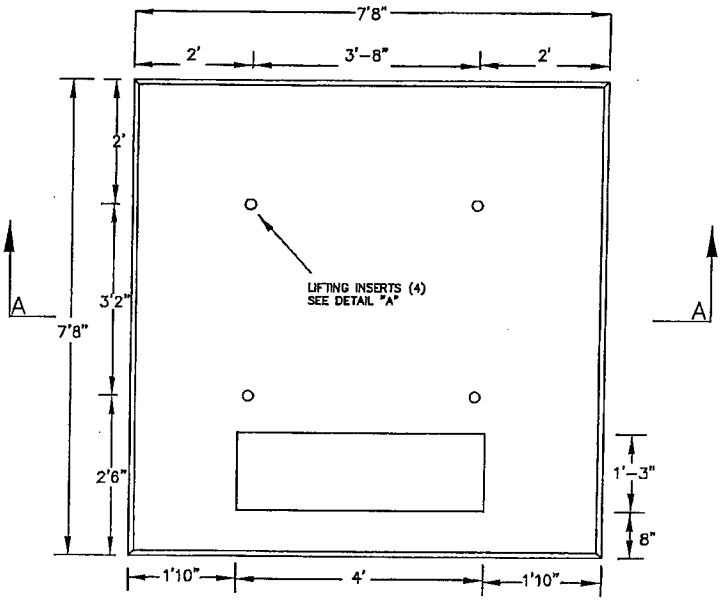
ORIGINATOR: RAP DRAWN BY: J. SHOUP

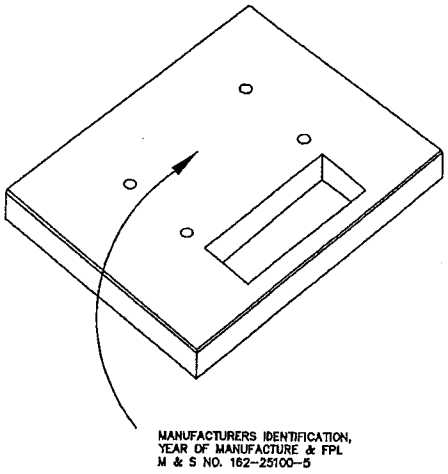
NO.	DATE	REVISION	ORIG.	DRAWN	APPR.
0	8/16/05	ORIGINAL DRAWING	RJO	ELS	JJM

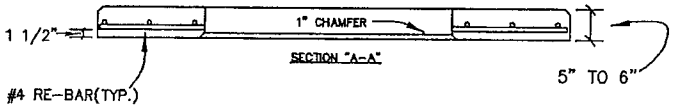
DATE: 8/27/99 APPROVED: J. McEVOY
SUPERVISOR, OH/UG PRODUCT SUPPORT SERVICES

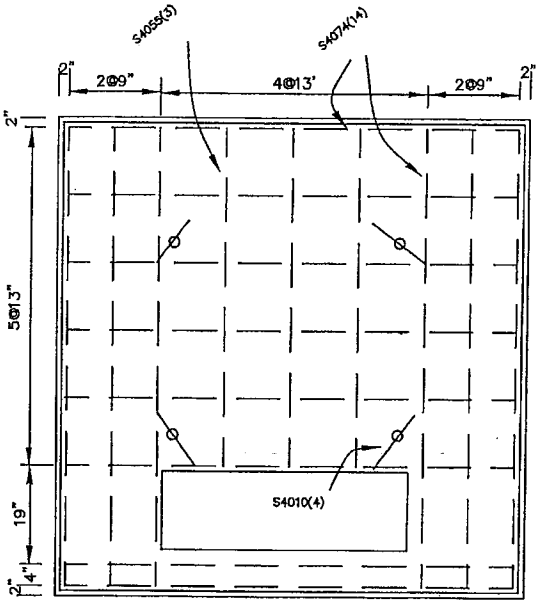
NO SCALE

UX-108	CONCRETE_FOUNDATION URD_CAPACITOR_BANK	UX-108









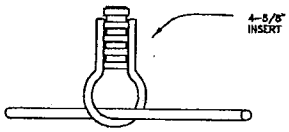
NOTES:

1. TOP SURFACE SHALL BE A SMOOTH PLANE. THE MAX. ALLOWABLE VARIATION IN HEIGHT BETWEEN ANY TWO POINTS ON THIS SURFACE IS 0.125".
2. 5000 PSI TEST CONCRETE.
3. MANUFACTURERS IDENTIFICATION, YEAR OF MANUFACTURE & FPL CO. M&S NO. 162-25100-5 TO BE CAST IN TOP SURFACE OF PAD NEAR CENTER (REQUIRED WHEN PRECAST).
4. SUPERIOR THREADED INSERT, 5/8" WITH PLUG, ELECTRO-GALVANIZED, 4 REQUIRED.
5. REINFORCING RODS TO BE WELDED AT ALL INTERSECTIONS

WEIGHT	3230 LB
CU. FT.	26.9
CU. YDS.	1.0
MAX LOAD	2000 LB

REINFORCED STEEL

S4074	14X7'-4"
S4055	3X5'-5"
S4010	4X1'-0"



DETAIL A

F P L

OH & UG DISTRIBUTION SYSTEM STANDARDS

NO.	DATE	REVISION	ORIG.	DRAWN	APPR.

ORIGINATOR:BOB BENN

DRAWN BY:D.OKONEWSKI

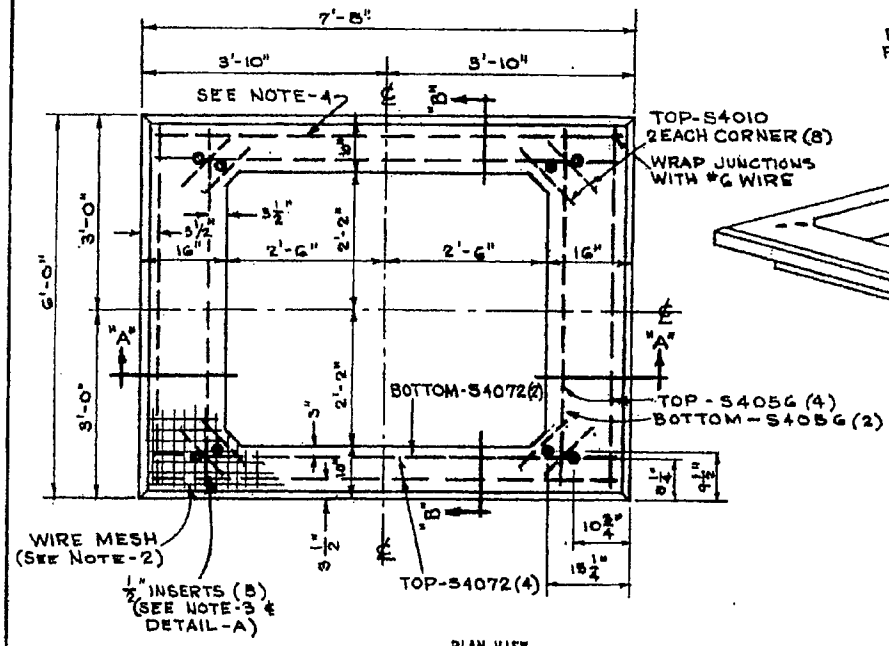
DATE:12/29/97

APPROVED: J.J. MCEVOY
SUPERVISOR, OH/UG PRODUCT SUPPORT SERVICES

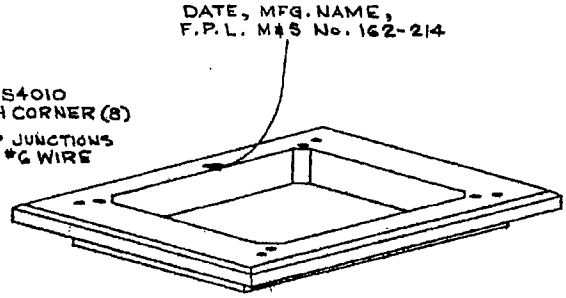
NO SCALE

UX-113

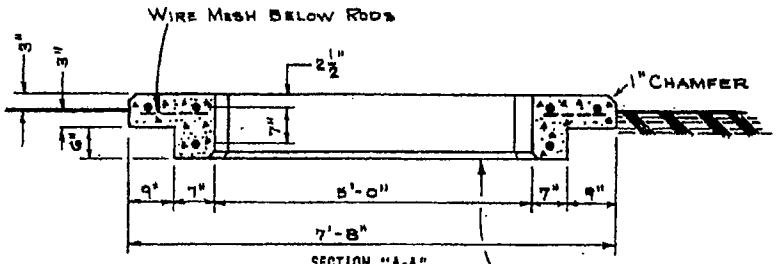
CONCRETE FOUNDATION FOR S&C 3Ø PADMOUNTED SWITCH



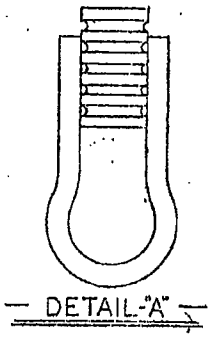
PLAN VIEW



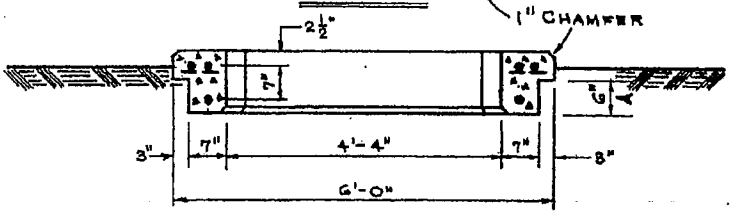
WEIGHT - 2745 LB. CU. FT. - 18.3 CU. YD. - 0.68
1245 - KILOGRAMS 519 - LITERS 0.519 - CU. METERS



SECTION "A-A"



DETAIL-"A"



SECTION "B-B"

1. Top surface to be smooth and level. Surface irregularities are not acceptable.
2. 4 x 4 No.4 Welded Wire Mesh Reinforcing to stop 2" from Sides and Opening of Foundation.
3. Superior Threaded Inserts, 1/2" with Plug, Electro-Galv., 4 Required. (See Detail A)
4. #4 Reinforcing Rod as shown.
5. 4000 Lb. Test Concrete.
6. For use with S & C Switches, M & S Nos. 270-853, 270-854, 270-855 & 270-860.
7. Manufacturers Identification, Year of Manufacture, and FPL Co. M & S Number to be cast in top surface of pad near center of pad. (This required when precast.)

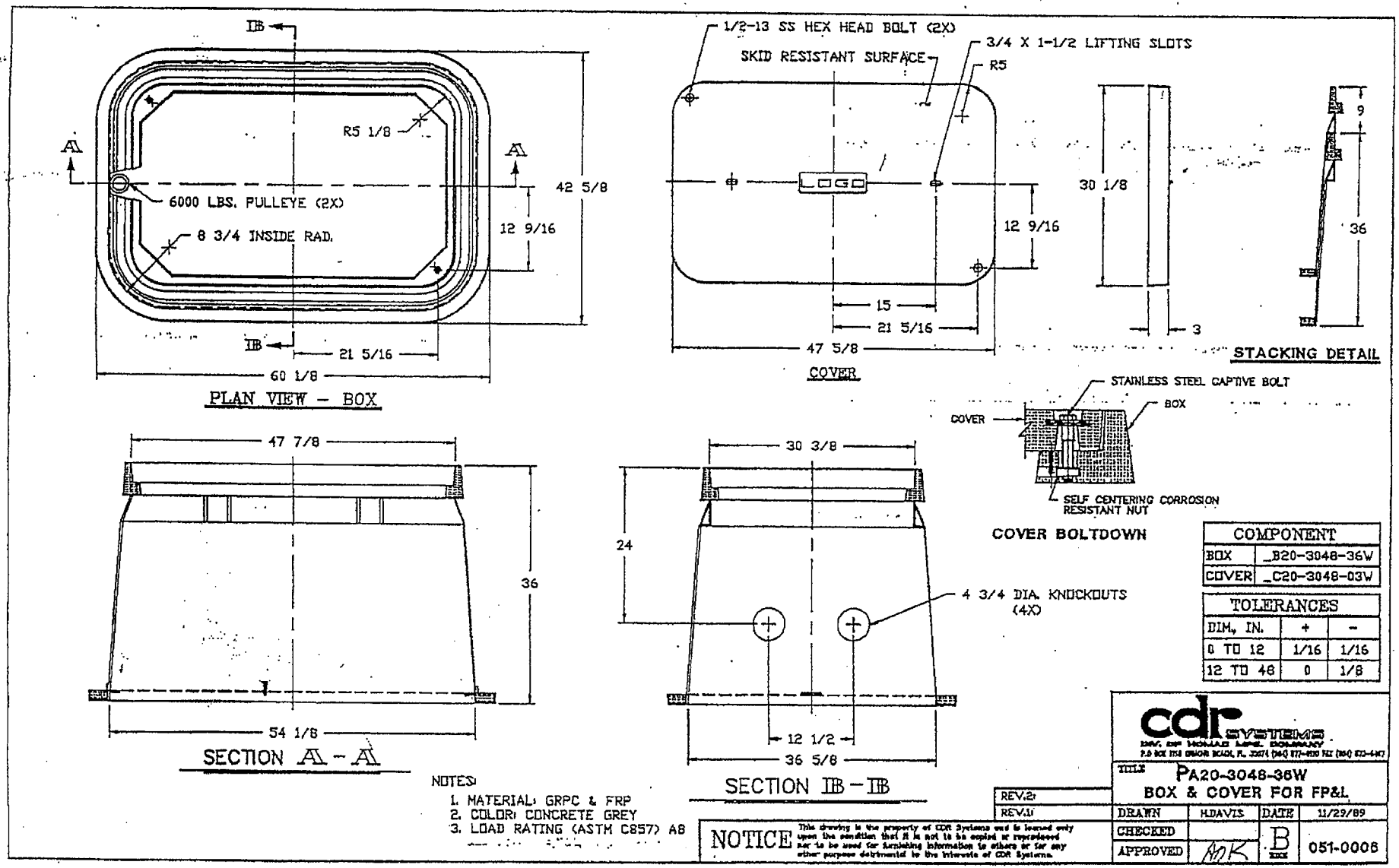
APPROVED: CHIEF ENGINEER

DRAWN	K.S. Smith		
CHECKED	RJS		
CORRECT			

NO.	DATE	REVISION	BY	CH	COR	APP
1	2-8-72	CORRECTED DIMENSION	HH	CM		

STANDARDS
UNDERGROUND DISTRIBUTION SYSTEM
FLORIDA POWER & LIGHT COMPANY
DATE 12-28-71 NO SCALE

FORM 303 (L) REV. 8/66



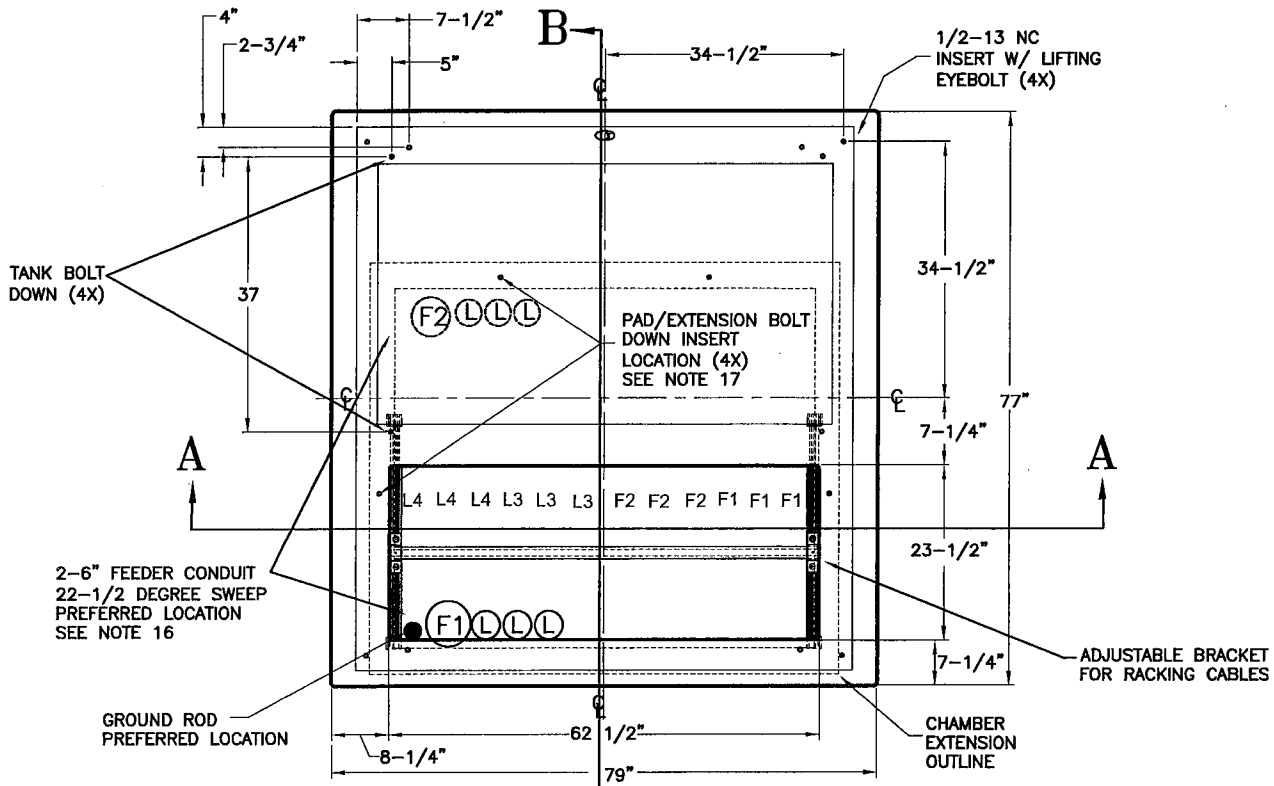
COMPONENT	
BOX	_B20-3048-36W
COVER	_C20-3048-03W

TOLERANCES		
DIM., IN.	+	-
0 TO 12	1/16	1/16
12 TO 48	0	1/8

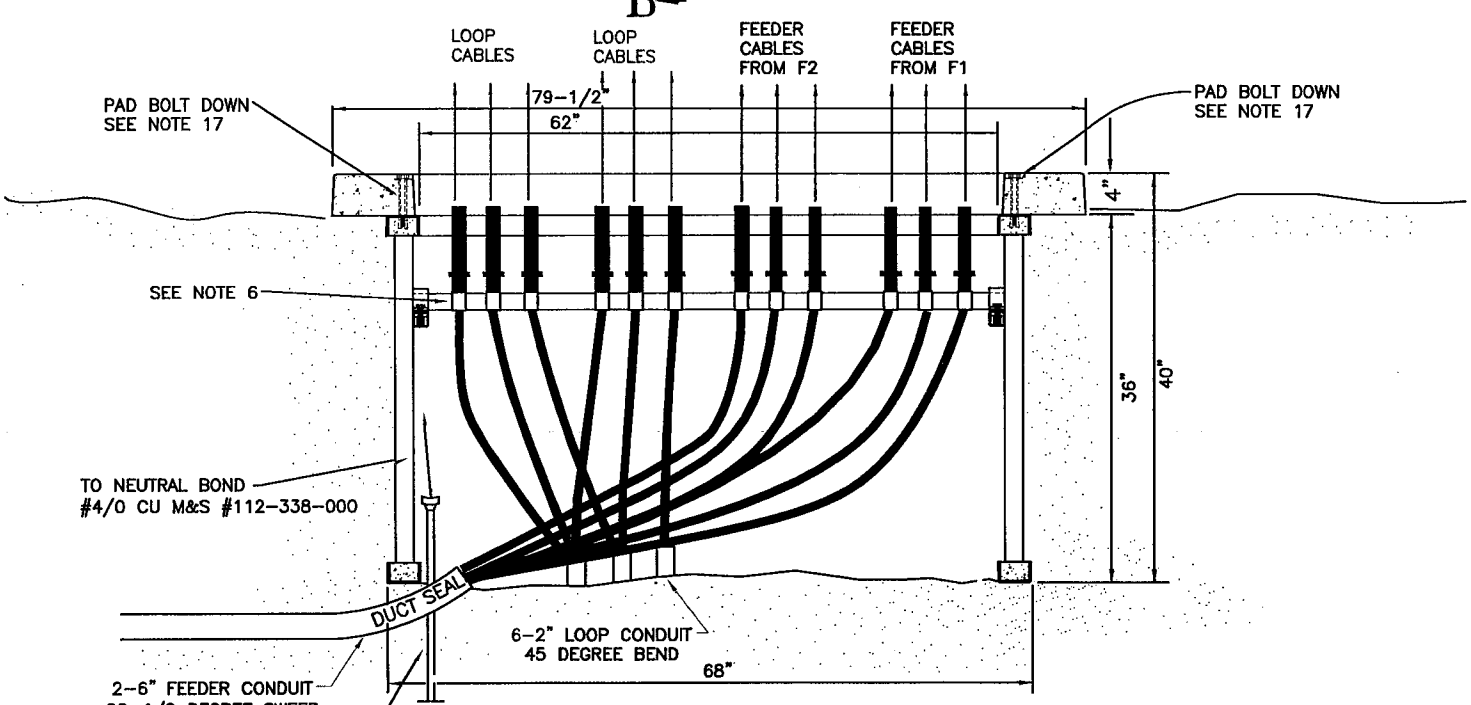
943

C-46.0.0	TYPICAL INSTALLATION OF 25KV S&C VISTA THREE PHASE SWITCH FOR USE IN 13KV OR 23KV BELOW GRADE AND PAD MOUNTED APPLICATIONS	C-46.0.0

TYPICAL BUSHING POSITION ON VISTA SWITCH MODEL 422 SHOWN
F=FEEDER L=LATERAL



TOP VIEW OF PAD AND CHAMBER



SECTION A-A: FRONT VIEW OF PAD AND CHAMBER
CABLE TERMINATIONS SWITCH SIDE

F P L

OH & UG DISTRIBUTION SYSTEM STANDARDS

ORIGINATOR: A. PANTOURIS DRAWN BY: E. SCHILLING

DATE: 5/29/09 APPROVED: ARI LIMA NO SCALE

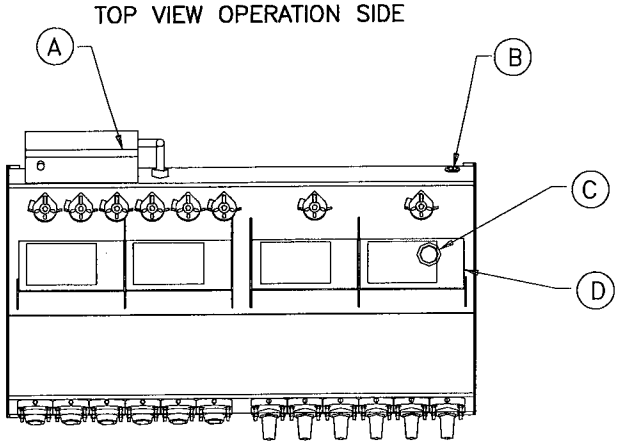
LEAD SUPERVISOR, UG SERVICES

NO.	DATE	REVISION	ORIG.	DRAWN	APPR
1	11/14/12	LOOP CABLE IDENTIFICATION	JGV	ELS	WM

C-46.0.1	TYPICAL INSTALLATION OF 25KV S&C VISTA THREE PHASE SWITCH FOR USE IN 13KV OR 23KV BELOW GRADE AND PAD MOUNTED APPLICATIONS	C-46.0.1

TYPICAL VISTA SWITCH MODEL 422 SHOWN

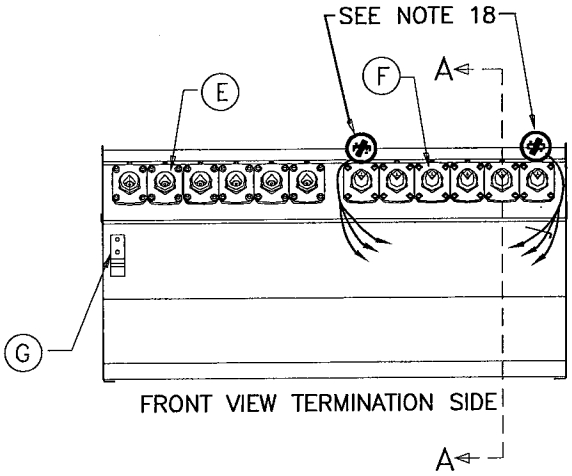
TOP VIEW OPERATION SIDE



TOP VIEW TERMINATION SIDE

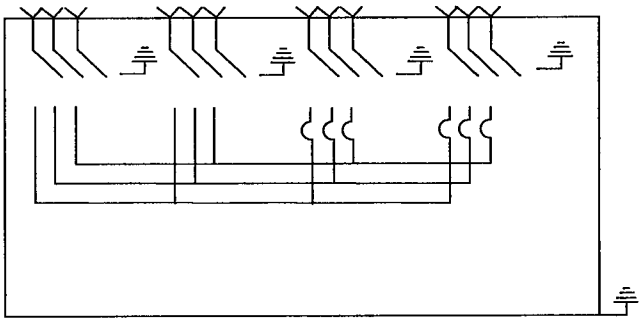
FEATURES IN THIS ASSEMBLY

A. OVERCURRENT CONTROL
B. GAS FILL PORT
C. PRESSURE GAUGE
D. WINDOW FOR VIEWING OPEN GAP AND GROUNDED POSITION OF LOAD-INTERRUPTER SWITCH OR FAULT INTERRUPTER
E. 200-AMPERE BUSHING-WELLS FOR FAULT-INTERRUPTER
F. 600-AMPERE BUSHINGS FOR LOAD-INTERRUPTER SWITCH
G. TWO-HOLE GROUND PAD
H. 600-AMPERE THREE-POLE LOAD-INTERRUPTER SWITCH WITH GROUND POSITION
I. OPERATING MECHANISM
J. MANUAL OPERATING HANDLE
K. NAMEPLATE
L. SUBMERSIBLE SF6-INSULATED TANK
M. 600-AMPERE ALUMINUM BUS
N. BASE BRACKET



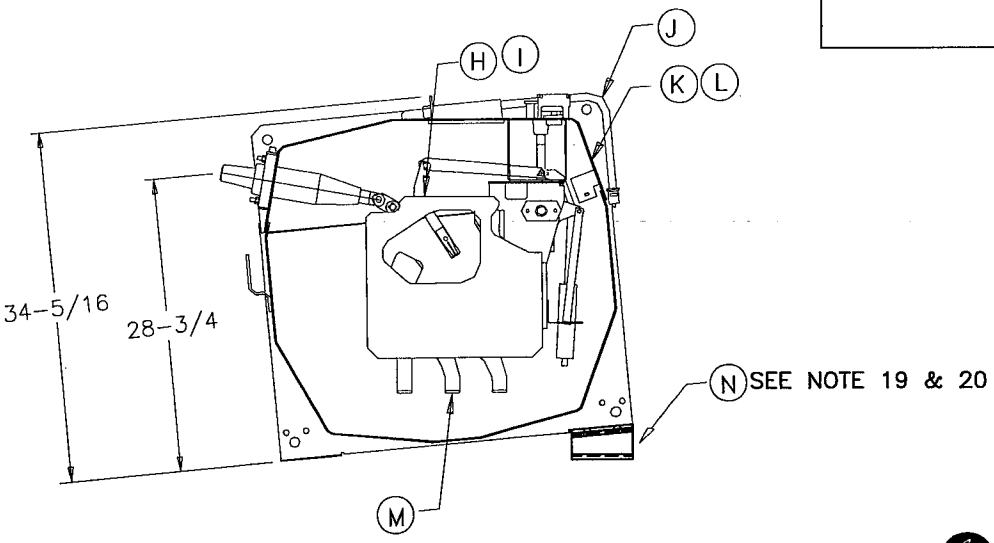
FRONT VIEW TERMINATION SIDE

TERMINATION SIDE



OPERATION SIDE

CONNECTION DIAGRAM



SECTION A-A: FEEDER SWITCH

F P L

OH & UG DISTRIBUTION SYSTEM STANDARDS

ORIGINATOR: A. PANTOURIS DRAWN BY: E. SCHILLING

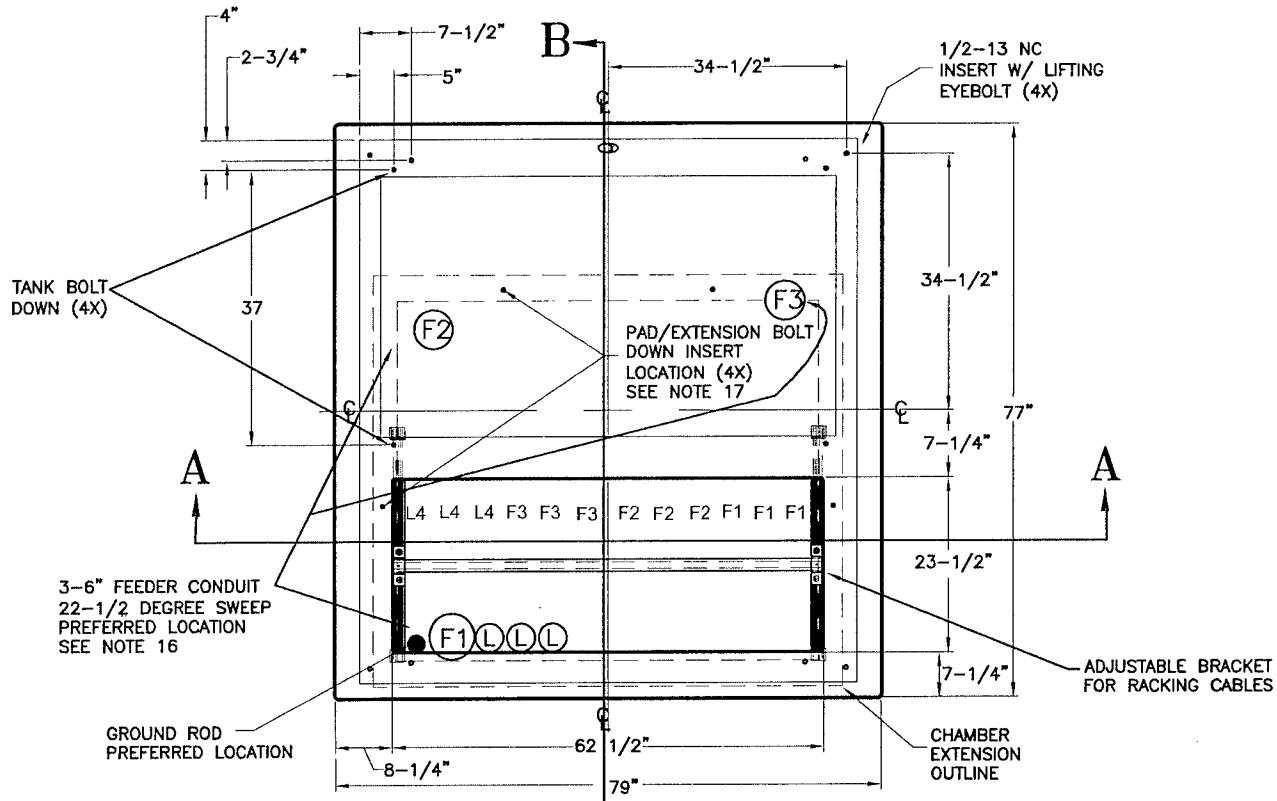
DATE: 7/27/09 APPROVED: ARI LIMA NO SCALE

LEAD SUPERVISOR, UG SERVICES

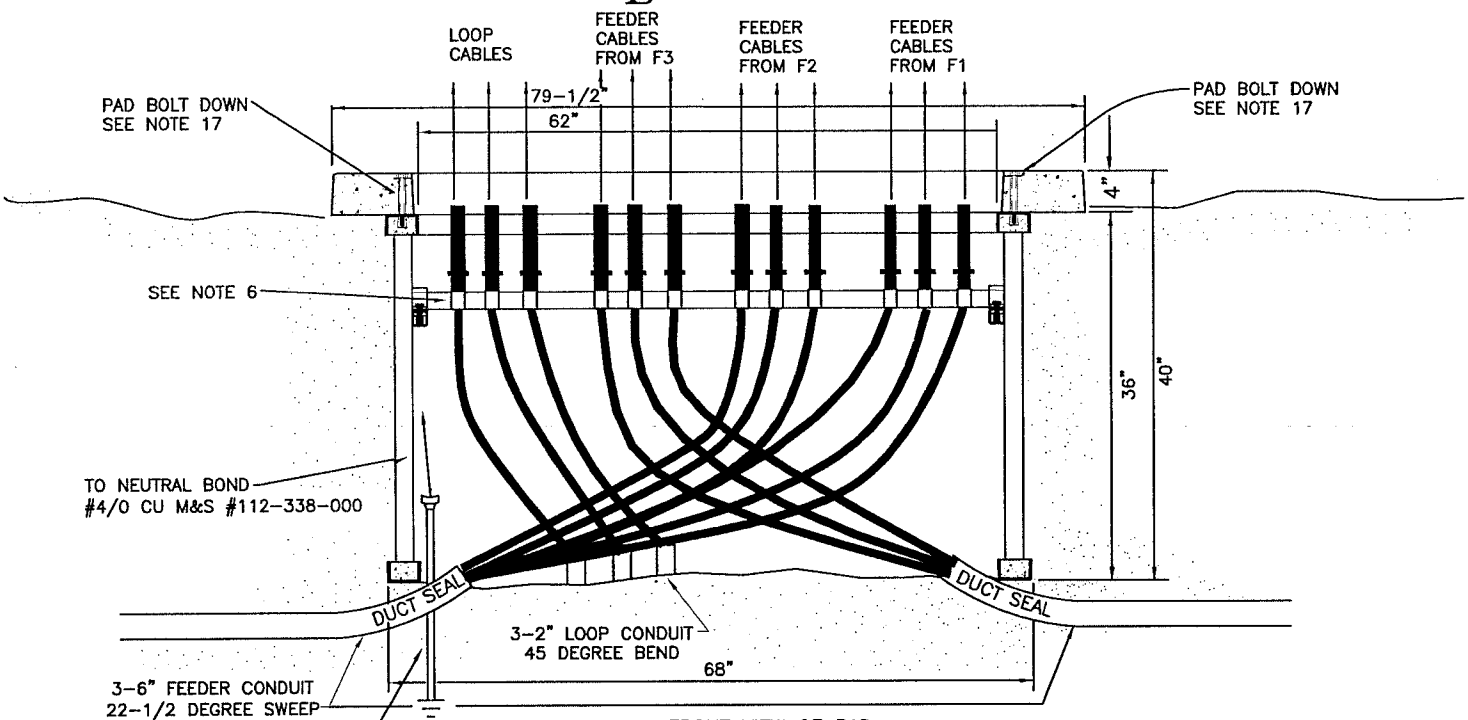
NO.	DATE	REVISION	ORIG.	DRAWN	APPR.
1	11/14/12	CHANGE C-46.0.2 TO C-46.0.1	JGV	ELS	WM

C-46.0.2	TYPICAL INSTALLATION OF 25KV S&C VISTA THREE PHASE SWITCH FOR USE IN 13KV OR 23KV BELOW GRADE AND PAD MOUNTED APPLICATIONS	C-46.0.2

TYPICAL BUSHING POSITION ON VISTA SWITCH MODEL 431 SHOWN
F=FEEDER L=LATERAL



TOP VIEW OF PAD AND CHAMBER



SECTION A-A: FRONT VIEW OF PAD AND CHAMBER
CABLE TERMINATIONS SWITCH SIDE

FPL

OH & UG DISTRIBUTION SYSTEM STANDARDS

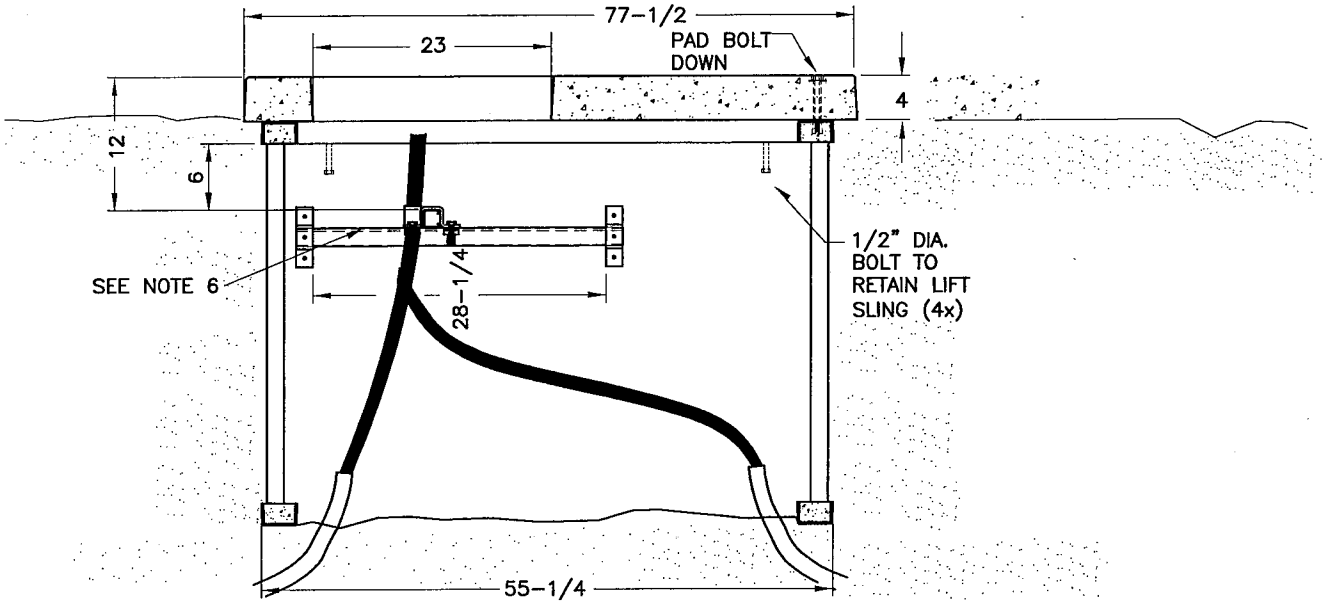
ORIGINATOR: J. VALDES DRAWN BY: E. SCHILLING

DATE: 3/16/2012 APPROVED: WILLIAM MONZON NO SCALE
LEAD SUPERVISOR, UG SERVICES

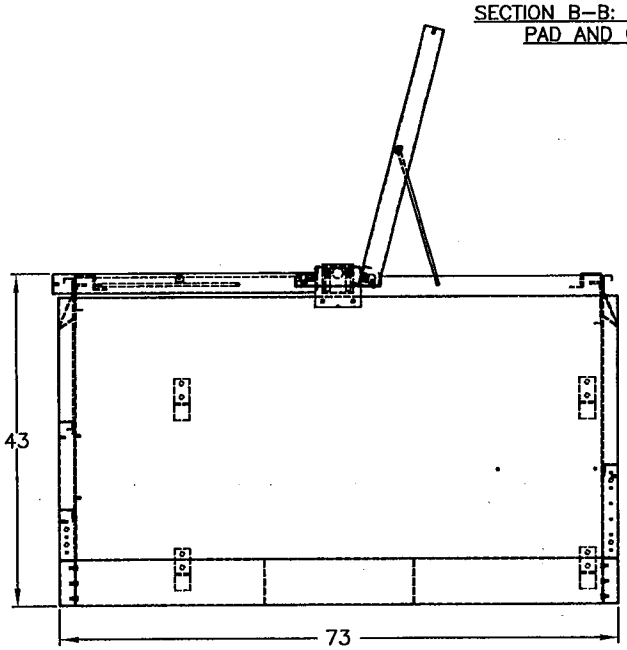
NO.	DATE	REVISION	ORIG.	DRAWN	APPR
1	11/14/12	NEW PAGE OF C-46	JGV	ELS	WM

C-46.0.3	TYPICAL INSTALLATION OF 25KV S&C VISTA THREE PHASE SWITCH FOR USE IN 13KV OR 23KV BELOW GRADE AND PAD MOUNTED APPLICATIONS	C-46.0.3

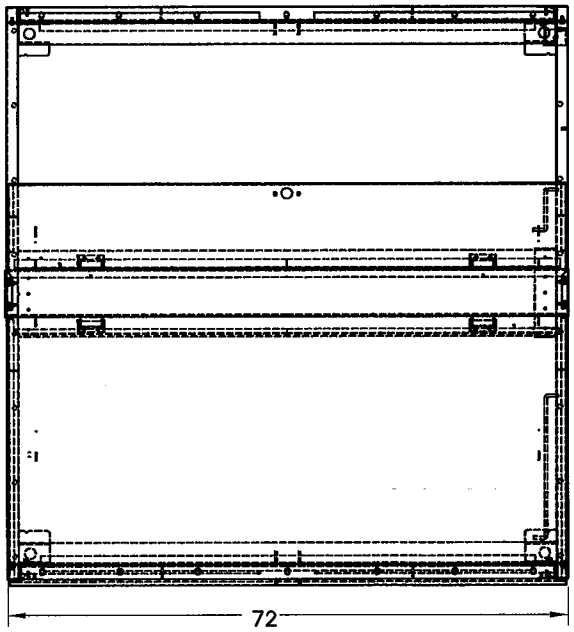
C



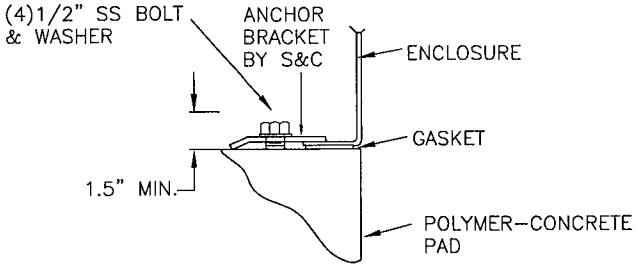
SECTION B-B: SIDE VIEW OF PAD AND CHAMBER



SWITCH ENCLOSURE SIDE VIEW



SWITCH ENCLOSURE TOP VIEW



ENCLOSURE ANCHOR DETAIL

FPL

OH & UG DISTRIBUTION SYSTEM STANDARDS

ORIGINATOR: A. PANTOURIS DRAWN BY: E. SCHILLING

DATE: 7/27/09 APPROVED: ARI LIMA NO SCALE

LEAD SUPERVISOR, UG SERVICES

NO.	DATE	REVISION	ORIG.	DRAWN	APPR.
1	11/14/12	CHANGE C-46.0.1 TO C-46.0.3	JGV	ELS	WM

C-46.0.4	TYPICAL INSTALLATION OF 25KV S&C VISTA THREE PHASE SWITCH FOR USE IN 13KV OR 23KV BELOW GRADE AND PAD MOUNTED APPLICATIONS	C-46.0.4

MATERIAL LIST

ITEM	DESCRIPTION	QUANTITY	M&S NUMBER	WMS CU
1	VISTA 422 (4 "WAYS', 2-THREE PHASE FEEDER GANG SWITCHES AND TWO-THREE PHASE, INDIVIDUALLY PROTECTED LOAD TAPS, WITH A STAINLESS STEEL ENCLOSURE	1	279-209-050	SW-VISTA-422-PAD
	VISTA 431 (4 "WAYS', 3-THREE PHASE FEEDER GANG SWITCHES AND ONE-THREE PHASE, INDIVIDUALLY PROTECTED LOAD TAPS, WITH A STAINLESS STEEL ENCLOSURE		279-211-050	SW-VISTA-431-PAD
2	PAD AND CHAMBER FOR PM DF VISTA SWITCH (77"X 79"X 40" DEEP)	1	162-690-790	PD-SW-W/CC-VISTA
3	600 AMP T-BODY ELBOWS (25KV)	VARIES	163-639-007	TM-PDF-600-1K
4	200 AMP BUSHINGS (25KV)	VARIES	163-864-001	SW-PD-BSH
5	200 AMP LOADBREAK ELBOWS (25KV)	VARIES	163-502-001	TM-PDF-1/0
6	PROTECTIVE CAP (15KV ONLY)	VARIES	163-022-000	TM-PDF-GC
7	ELBOW SURGE ARRESTERS (25KV ONLY)	VARIES	334-015-005	TM-PDF-LA
8	GROUND ROD CONNECTOR, CLAMP TYPE	1	120-036-106	DG-CLP-5/8
9	GROUND RODS, AS NEEDED	VARIES	130-614-005	DG-PKG-5/8
10	GROUND ROD COUPLINGS	VARIES	130-405-104	DG-C-5/8
11	#4 COPPER WIRE, SDB	6	112-309-000	SW-PMD-GC (Qty - 1)
12	#4/0 CU CABLE, 600V	27	110-101-169	
13	#4/0 CABLE CONNECTORS	6	120-871-005	
14	COPPER TO COPPER BOLTED CONNECTORS	22	102-800-002	
15	STANDARD LOCKS	2	546-246-011	SW-PMD-LOCK
16	CABLE MOUNTING BRACKET, STAINLESS	12	160-310-000	SW-VISTA-MT-HDW
17	BOLTS, SS, 1/2"X 1-1/2" FOR CABLE BRACKET		140-515-557	
18	SPRING, NUTS, SS, FOR 1/2" BOLT FOR CABLE BRACKET		161-463-000	
19	LOCK WASHER, 1/2", FOR CABLE BRACKET		145-294-010	
20	800 AMP FAULT INDICATOR	VARIES	163-297-009	P-CL-FCI-800
21	ROTATABLE FEEDTHRU DEVICE, 200AMP, 25KV	6	163-250-002	SW-VISTA-422-PAD
		3	163-250-002	SW-VISTA-431-PAD

NOTES:
1. THE INTERRUPTERS MUST BE PRE-SET BY THE ERC PRIOR TO BEING ISSUED TO THE JOB. CALL 863-4921 OR 863-4900 TO MAKE ARRANGEMENTS.
2. THE PAD MOUNTED VISTA SWITCH MAY BE INSTALLED IN AREAS SUBJECT TO FLOODING.
3. SEAL THE INCOMING DUCTS PER UN-29.0.0.
4. THE SWITCH AND ITS ENCLOSURE MUST BE BOLTED TO THE PAD.
5. REFER TO DCS UH-41.0.1 FOR PROPER INSTALLATION OF 600 AMP T-BODY ELBOWS.
6. BOTH THE FEEDER CABLES AND LOOP SIDE CABLES ARE TO BE RACKED THROUGH THE CABLE SUPPORT BRACKETS INSTALLED ON THE UNISTRUT IN THE CABLE CHAMBER.
7. CABLES MUST NOT BE IN CONTACT WITH THE CABLE CHAMBER OR PAD TOP.
8. ALLOW SUFFICIENT LENGTH OF CONCENTRIC NEUTRAL TO REACH GROUNDING BARS AND PERMIT THE FREE MOVEMENT OF THE ELBOWS.
9. MAKE CERTAIN OF CABLES LOCATIONS BEFORE DRIVING GROUND RODS.
10. APPLY CAULKING COMPOUND TO THE SEAM BETWEEN THE ENCLOSURE AND THE PAD TOP.
11. DUST CAPS USED FOR COVERING BUSHINGS AND BUSHING WELLS DURING SHIPMENT MUST BE REMOVED PRIOR TO ENERGIZING THE SWITCH.
12. UNUSED LOAD TAPS MUST HAVE BUSHINGS AND PROTECTIVE CAPS INSTALLED.
13. UNUSED FEEDER POSITIONS MUST HAVE 600 AMP PROTECTIVE CAPS INSTALLED (M&S #163-645-007).
14. AFTER THE SWITCH ENCLOSURE HAS BEEN INSTALLED, THE LIFTING BRACKETS MUST BE REMOVED AND STORED INSIDE THE ENCLOSURE FOR FUTURE USE.
15. ENSURE THAT THE WARNING LABEL (M&S #548-560-104) IS INSTALLED ON BOTH THE CABLE COMPARTMENT AND THE OPERATOR SIDES OF THE ENCLOSURE.
16. INSTALL FEEDER CONDUITS AS SHOWN IN C-46.0.0 AND C-46.0.2 ON LEFT AND/OR REAR SIDE OF CABLE CHAMBER TO ALLOW FOR BENDING RADIUS OF CABLE.
17. BOLTS FOR SECURING PAD TO CHAMBER ARE INCLUDED FROM VENDOR. THERE ARE 4 BOLTING LOCATIONS AS SHOWN ON DRAWINGS.
18. INSTALL 800 AMP 3ø FAULT INDICATORS ON EACH SET OF FEEDER CABLES. SEE UV-14.0.0, UV-14.0.1, & UV-14.0.2.
19. FOR PAD MOUNTED APPLICATIONS, THE BASE BRACKETS ("FEET"). "N" AS SHOWN IN C-46.0.1 ARE REQUIRED.
20. THE BASE BRACKETS ARE NOT REQUIRED FOR BELOW GRADE ("UNDER-COVER") APPLICATIONS, BUT SHOULD BE KEPT WITH THE SWITCH IN THE POSSIBLE EVENT OF FUTURE RE-USE IN A PAD MOUNTED APPLICATION.
21. INSTALL ROTATABLE FEED-THRU DEVICE ON THE LOAD SIDE OF THE VISTA SWITCH (M&S #163-250-002)

F P L

OH & UG DISTRIBUTION SYSTEM STANDARDS

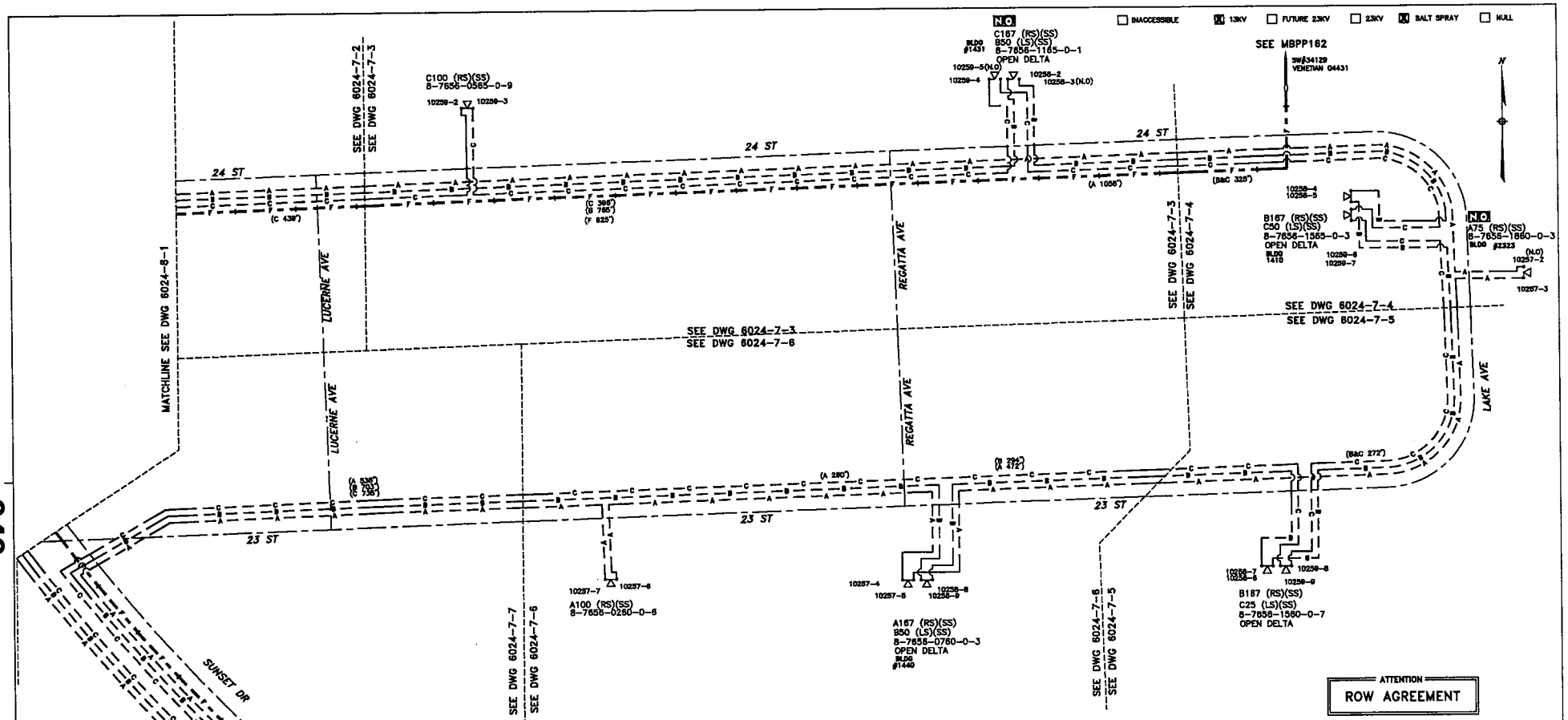
NO.	DATE	REVISION	ORIG.	DRAWN	APPR
2	11/14/12	UPDATE NOTES 16 AND 19 ADD NOTE 21 AND ITEM 21	JGV	ELS	WM
1	9/2/10	UPDATE ITEM 16	GAP	ELS	BXN

ORIGINATOR: A. PANTOURIS DRAWN BY: E. SCHILLING

DATE: 9/1/03 APPROVED: ARI LIMA

LEAD SUPERVISOR, UG SERVICES

NO SCALE



ATTENTION

ROW AGREEMENT

CONSTRUCTION NOTES – WR# 3085435

REQUIRED DRAWINGS
6024-7-1 6024-8-1
6024-7-2 6024-8-2
6024-7-3 MBPP767
6024-7-4
6024-7-5
6024-7-6
6024-7-7
6024-7-8
JS3085435-1(NOTES)
JS3085435-2

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

IMPORTANT:
THE UNDERGROUND FACILITIES AND ASSOCIATED EQUIPMENT ARE IN THE RIGHT OF WAY DUE TO SPECIAL REQUEST BY THE LOCAL GOVERNMENT AGENCY AND ARE COVERED BY SPECIAL AGREEMENT WITH THE LOCAL GOVERNMENT. SHOULD THE LOCAL GOVERNMENT OR OTHER RIGHT OF WAY REQUIRE FPL TO RELOCATE, ADJUST OR REARRANGE ANY OF THESE FACILITIES, AS THEY ARE EXIST INITIALLY OR LATER BE MODIFIED, EXPANDED, OR OTHERWISE ALTERED, THE LOCAL GOVERNMENT SHALL PROVIDE FPL WITH A SUBSTITUTE LOCATION, INCLUDING ANY EASEMENTS THAT MAY BE NECESSARY, AND PAY ANY COSTS FOR THE RELOCATION, ADJUSTMENT, OR REARRANGEMENT. THE LOCAL GOVERNMENT SHALL ALSO REIMBURSE FPL FOR ANY COSTS TO LOCATE, EXPOSE PROTECT OR SUPPORT THE FACILITIES, IN THE EVENT OF FUTURE CONSTRUCTION OR EXCAVATION IN CLOSE PROXIMITY TO THE FACILITIES. REQUEST A COPY OF THE RIGHT OF WAY AGREEMENT FROM DOC 7824/80 FOR FURTHER DETAILS.

REFERENCE DWG's

6024-8-1 (SCH)
6024-7-2, 6024-7-3
6024-7-4, 6024-7-5
6024-7-6, 6024-7-7
MBPP162, 6024-9-2(SCH)

	3085435	2	06/08/12	OH TO U/G CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3
	3085435	1	06/10/11	I.P.C.: INST PMD5# 4 & RENUMBER LOOP 11752, 11753 11754 & ADDED LOOP# 12057, 12058, 12059
	3085435	0	06/06/09	INST. FDR, PRIMARY, P.M.D.S.#3, AND TX'S, TO SVC SUNSET ISLAND 3
ASBUILT	AUTH NO.	NO.	DATE	REVISION

AS-BUILT COPY — AS-BUILT CREW PRINT

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.

Foreman's Signature — Date

Supervisor's Signature — Date

As required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.

Foreman's Signature — Date

Easement? YES ☐ NO ☐
Tree Work? YES ☐ NO ☐
Map Posting? YES ☒ NO ☐
Posted by

Survey/Stake? YES ☒ NO ☐
Designer/Stake? YES ☐ NO ☐
Work with SMOT YES ☐ NO ☐
CT/Special Mtr? YES ☐ NO ☐

Trench Feet — Duct Bank Feet

PERMIT REQUIRED				
CITY	DR. DIST.	COUNTY AIR	STATE RD	FAA
WMD	RR XING	COUNTY RD.	TRANSM.	

Telephone Request? YES ☒ NO ☐ CATV Request? YES ☐ NO ☐

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. HEDRINGTON
DATE	06/08/12
MAP NO.	V-0235

0 N.T.S FEET

M/A CD
OH TO URD CONVERSION
SUNSET ISLAND 3
SUNSET DR. N/O W. 22ND ST
MIAMI BEACH/ MIAMI DADE CNTY, FL

DWG NO. 6024-8-2
WR# 3085435 IWR# D030-85-435

TWP: 53 RNG: 42 SEC: 28 CTR:

PLOT DATE: 6/19/2015 PLOT TIME: 3:52:51 PM CAD NAME: JRT

949

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL

N

SEE DWG 6024-7-1
SEE DWG 6024-7-2

11753-8
11753-7(N.O)
11754-8
11754-9(N.O)
C25 (LS)(SS)
B100 (RS)(SS) NO
8-7558-8685-0-7
OPEN DELTA
BLDG 1830

B167 (RS)(SS)
8-7558-8960-0-6
BLDG 1825
11753-5
11753-4

C50 (RS)(SS)
8-7558-9287-0-0
BLDG 1821
11754-8
11754-7

C100 (RS)(SS)
8-7558-9786-0-0
BLDG 1748
11754-5
11754-4

A187 (LS)(SS)
B50 (RS)(SS)
8-7558-9066-0-9
OPEN DELTA
BLDG 1811
11753-3
11753-2
11752-3
11752-2

24 ST

(B 242')
(C 384')

(B 532')
(C 218')

(C 358')

(AB# 223')

P.M. VISTA DISC. SW. # 4
8-7558-9566-0-5
1.)SW#:40438
2.)SW#:40437
3.) A11752-1
B11753-1
C11754-1
FUSE 3# @ 80 "L"
8-7558-9566-4-8
4.) A12057-1
B12058-1
C12059-1
FUSE 3# @ 80 "L"
8-7558-9566-3-0

(C 413')

11754-3
11754-2
C75 (RS)(SS)
8-7558-9953-0-9

SHELTER AVE

SEE DWG 6024-7-2
SEE DWG 6024-7-7

SEE DWG 6024-7-1
SEE DWG 6024-7-8

BAY AVE

(A 1030')

A100 (RS)(SS)
B25 (LS)(SS)
8-7558-9160-0-3
OPEN DELTA
11753-8
11753-9

11752-6
11752-7

(A 277')
(B 502')

(C 708')
(AB# 677')

(C 538')

(B 510')

SUNSET DR.

MATCHLINE SEE DWG 6024-8-2

23 ST

11752-5(N.O)
11752-4

NO
A100 (RS)(SS)
8-7558-8864-0-5
BLDG
#1844

SEE DWG 6024-7-8
SEE DWG 6024-7-7

11754-10
11754-11
C167 (RS)(SS)
8-7558-9580-0-5
BLDG
#1750

This location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

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ATTENTION
ROW AGREEMENT

CONSTRUCTION NOTES - WR# 3085435

REQUIRED DRAWINGS
6024-7-1 6024-8-1
6024-7-2 6024-8-2
6024-7-3 MBP7787
6024-7-4
6024-7-5
6024-7-6
6024-7-7
6024-7-8
J53085435-1(NOTES)
J53085435-2

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

REFERENCE DWG's

6651-3
6024-7-1, 6024-7-2
6024-8-2 (SCH)
6024-7-7, 6024-7-8

ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085435	2	08/08/12	OH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3
	3085435	1	08/10/11	I.P.C.: INST PMD#4 & RENUMBER LOOP 11752, 11753 11754 & ADDED LOOP# 12057, 12058, 12059
	3085435	0	08/05/09	INST. FDR. PRIMARY, P.M.D.S.#3, AND TX'S, TO SVC SUNSET ISLAND 3

AS-BUILT COPY — AS-BUILT CREW PRINT
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
Foreman's Signature — Date
All required ground rods have been driven & verified to be within FPL Standards. Values are shown at all locations.
Foreman's Signature — Date

Easement? YES ☐ NO ☐
Tree Work? YES ☐ NO ☐
Map Posting? YES ☒ NO ☐
Posted by

Survey/Stake? YES ☒ NO ☐
Designer/Stake? YES ☐ NO ☐
Trench Feet
Telephone Request? YES ☒ NO ☐

Work with SMO? YES ☐ NO ☐
CT/Special Mtr? YES ☐ NO ☐
Duct Bank Feet
CATV Request? YES ☐ NO ☐

PERMIT REQ'D	CITY	DR. DIST.	COUNTY AIR	STATE RD	FAA
	MMD	RR XING	COUNTY RD.	TRANSM.	

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. HEDRINGTON
DATE	08/08/12
MAP NO.	V-0255
0 N.T.S FEET	

W/A: CD
OH TO URD CONVERSION
SUNSET ISLAND 3
SUNSET DR. N/O W. 22ND ST
MIAMI BEACH/ MIAMI DADE CNTY, FL

DWG NO. 6024-8-1
WR: 3085435 FWR: D030-85-435

TWP: 54 RNG: 42 SEC: 28 CTR:

PLOT DATE: 8/20/2015 PLOT TIME: 3:08:28 PM CAD NAME: JET

950

SURVEY AS-BUILT NOTES

0000-00-000 MA-FB #6 PG.55 (1-3-58)

0000-00-000 MA-FB #11 PG.5 (9-20-60)

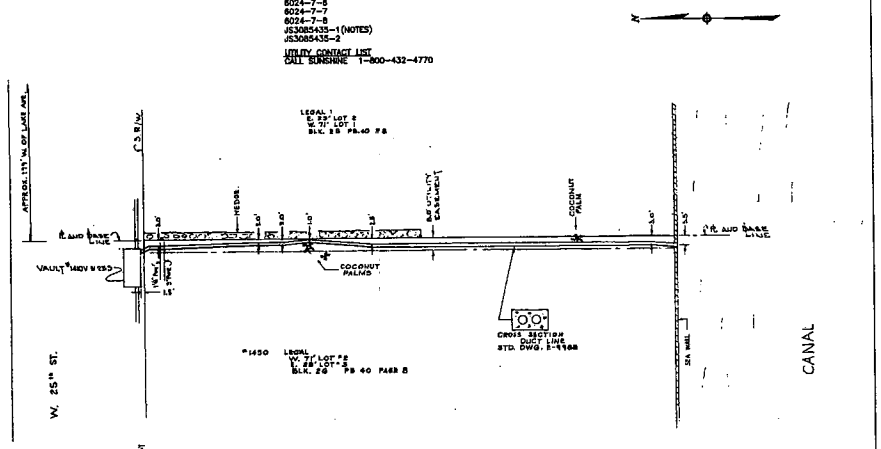
0000-00-000 MA-FB #1176 PG.41-45 (1-3-58)

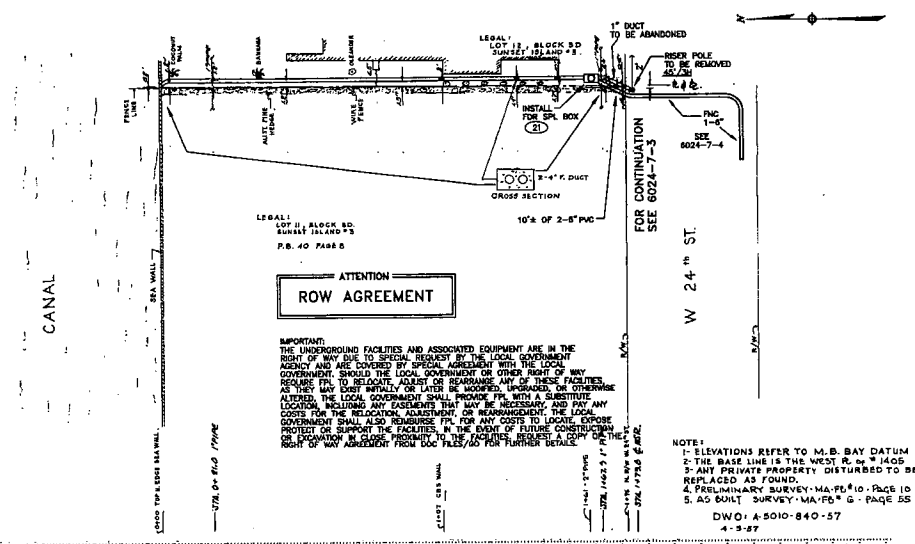
CONSTRUCTION NOTES – WR# 3085435

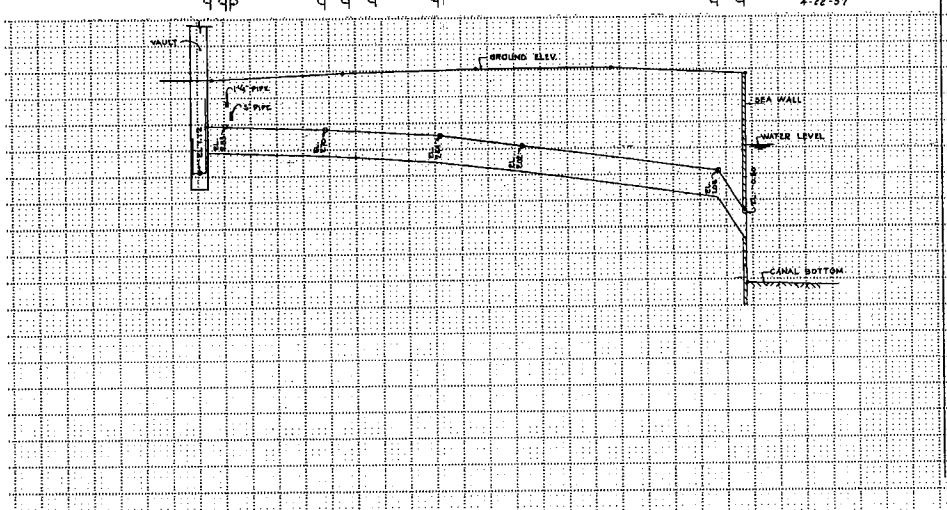
REQUIRED DRAWINGS
6024-7-1 6024-8-1
6024-7-2 6024-8-2
6024-7-3 MBPP787
6024-7-4 MBPP162
6024-7-5
6024-7-6
6024-7-7
6024-7-8
JS3085435-1 (NOTES)
JS3085435-2

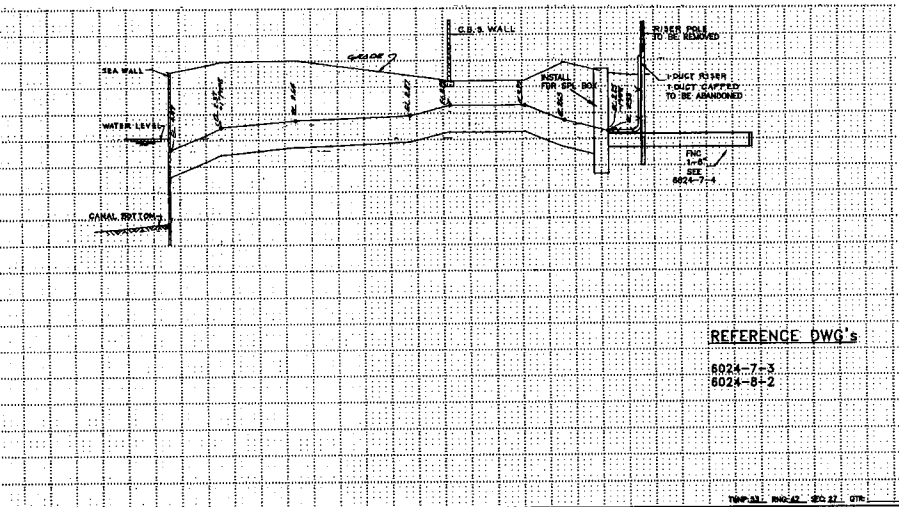
UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐









REFERENCE DWG's

6024-7-3
6024-8-2

TOWN 53 RNG 42 SEC 32 QTR

ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085435	5	08/08/12	CH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3
	1900-05-883	4	03/15/99	RELOCATED PVC'S
	0000-00-000	3	03/13/92	AS BUILT
	0000-00-000	2	09/20/60	AS BUILT LEFT HALF
	0000-00-000	1	01/03/58	AS BUILT RIGHT HALF

AS-BUILT COPY — Initials, Date — Foreman's Signature, Date

AS-BUILT CREW PRINT

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.

Superintendent's Signature, Date

All reported ground rods have been driven & verified to be within FPL Standards. Values are shown at all locations.

Foreman's Signature, Date

Easement? YES ☐ NO ☐ | Survey/Stake? YES ☒ NO ☐ | Work with SMOT YES ☐ NO ☐
Tree Work? YES ☐ NO ☐ | Designer/Stake? YES ☐ NO ☐ | CT/Special Wkr? YES ☐ NO ☐
Map Posting? YES ☒ NO ☐ | Trench Feet | Duct Bank Feet
Posted by

PERMIT REQ.	QTY	DR. DIST.	COUNTY AIR	STATE RD	FAA
	WMD	RR XING	COUNTY RD.	TRANSM.	

Telephone Request? YES ☒ NO ☐ CATV Request? YES ☐ NO ☐

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEEMARINE
DATE	08/08/12
MAP NO.	V-0255

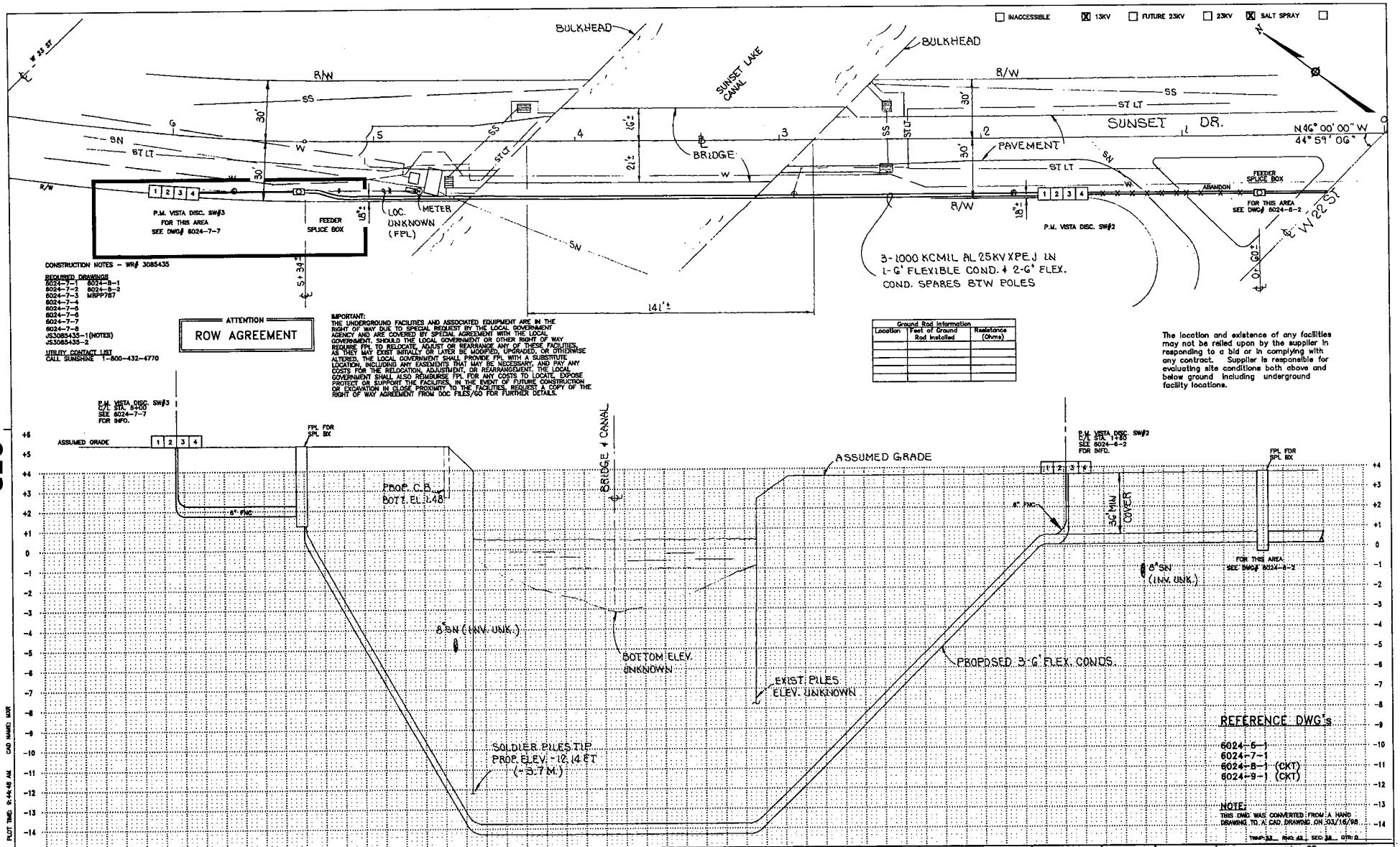
W/# CD

MIAMI BEACH UNDERGROUND SYSTEM
V/O W 25 ST & LAKE AVE
MIAMI BEACH, FLORIDA

DWG NO. MBPP162
WR: 3085435 CWR: D030-85-435

951

PLOT DATE: 8/23/2015 PLOT TIME: 8:26:22 AM CAD NAME: MDR



ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085435	4	06/08/12	OH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3
	3085439	3	06/18/09	INST. FDR, PRIMARY, P.M.D.S.#1 & #2, AND TX'S, TO SVC SUNSET ISLAND 4
	3085435	2	06/18/09	INST. FDR, PRIMARY, P.M.D.S.#3, AND TX'S, TO SVC SUNSET ISLAND 3
	7224-04-883	1	12/09/98	MISC. CHANGES. ADDED SW'S & REVISED CABLE IN CONDUIT
	7222-04-883	0	03/16/98	ORIGINAL DWG

AS-BUILT COPY — Initials | Part Date | Foreman's Signature | Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
Superviser's Signature | Date
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.
Foreman's Signature | Date

AS-BUILT CREW PRINT

Easement? YES ☐ NO ☐
Tree Work? YES ☐ NO ☐
Map Posting? YES ☒ NO ☐
Survey/Stake? YES ☒ NO ☐
Designer/Stake? YES ☐ NO ☐
Work with SMO? YES ☐ NO ☐
CT/Special Mkt? YES ☐ NO ☐
Trench Feet
Duct Bank Feet
Drawing by
PERMITS REQ: CITY | DR. DIST. | COUNTY AIR | STATE RD | FAA | WMD | RR XING | COUNTY RD. | TRANSM.
Telephone Request? YES ☒ NO ☐
CATV Request? YES ☐ NO ☐

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEENARINE
DATE	06/08/12
MAP NO.	V-0255

HORZ. 0 10 20 40
VERT. 0 1.0 2.0 4.0

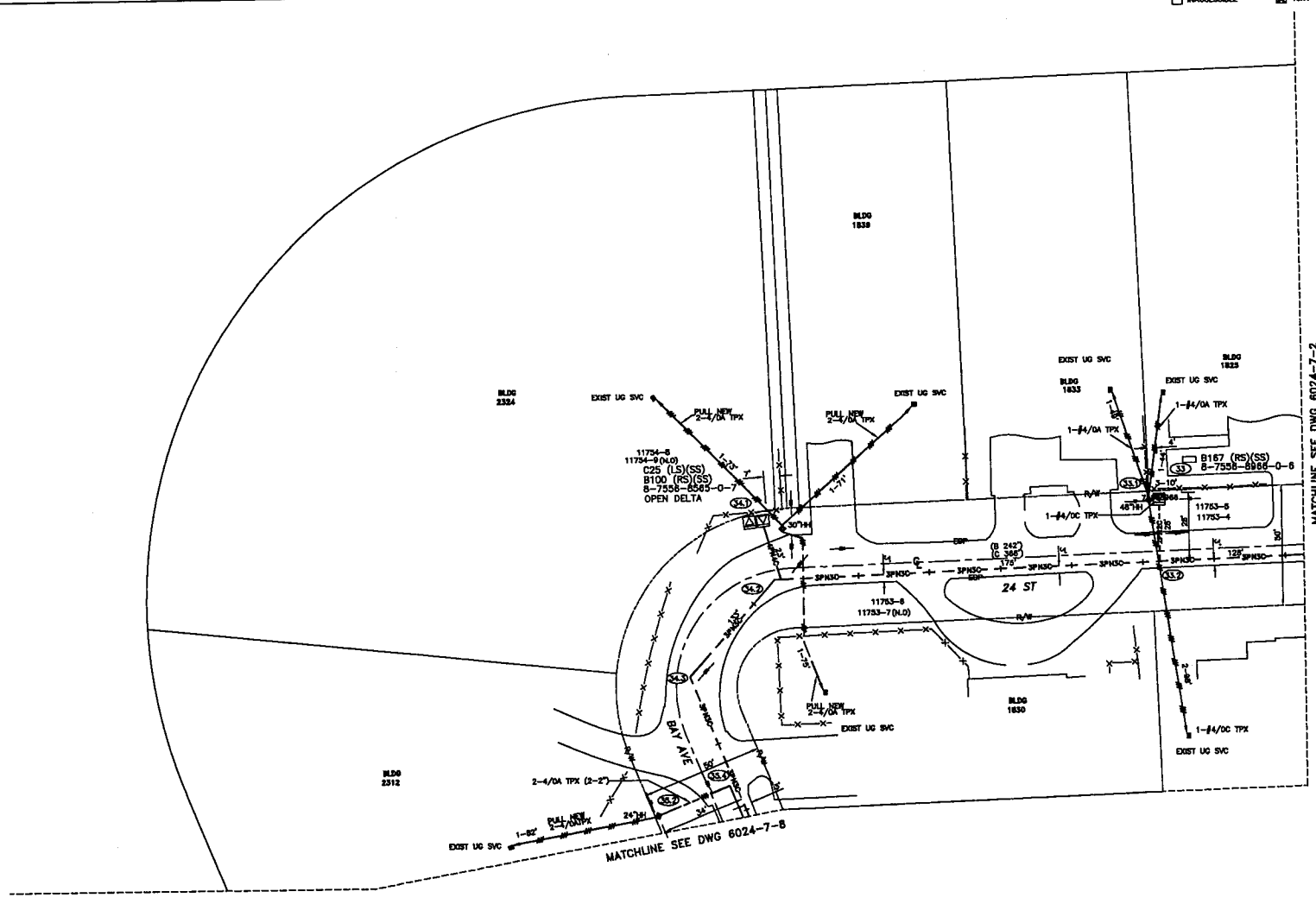
W/A: CD
MIAMI BEACH
UNDERGROUND SYSTEMS
BTWN W 22 ST & 23 ST ON SUNSET DR
MIAMI BEACH-FLORIDA

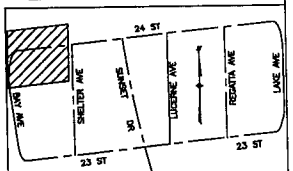
DWG NO. MBPP787
WR: 3085435 WR: D030-85-435

PLOT DATE: 8/23/2013 PLOT TIME: 8:44:48 AM CAD NAME: MXR

952

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL





LOCATION SKETCH
N.T.S.

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

N

ATTENTION
ROW AGREEMENT

IMPORTANT:
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CONSTRUCTION NOTES – WM# 3085435

REQUIRED DRAWINGS
6024-7-1
6024-7-2
6024-7-3
6024-7-4
6024-7-5
6024-7-6
6024-7-7
6024-7-8
JS3085435-1(NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

REFERENCE DWG's

6024-7-2
6024-7-8
6024-8-1(SCH)

TWP:53 RNG:42 SEC:28 CTR:0

ASBUILT	3085435	0	04/18/12	OH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3
	AUTH NO.	NO.	DATE	REVISION

AS-BUILT COPY — AS-BUILT CREW PRINT
Foreman's Signature — Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
Supervisor's Signature
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.
Foreman's Signature

Easement? YES ☐ NO ☒ | Survey/Stake? YES ☒ NO ☐ | Work with SMO? YES ☐ NO ☐
Tree Work? YES ☐ NO ☒ | Designer/Stake? YES ☐ NO ☐ | CT/Special Mtr? YES ☐ NO ☐
Map Posting? YES ☒ NO ☐ | Trench Feet | Duct Bank Feet
PERMIT REQUIRED: CITY X | DR. DIST. | COUNTY AIR | STATE RD | FAA | WMD | RR XING | COUNTY RD. | TRANSM.
Posted by | Telephone Request? YES ☒ NO ☐ | CATV Request? YES ☒ NO ☐

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. BEENARINE/M.R.
DATE	04/16/12
MAP NO.	V-0255

0 10 20 40 FEET

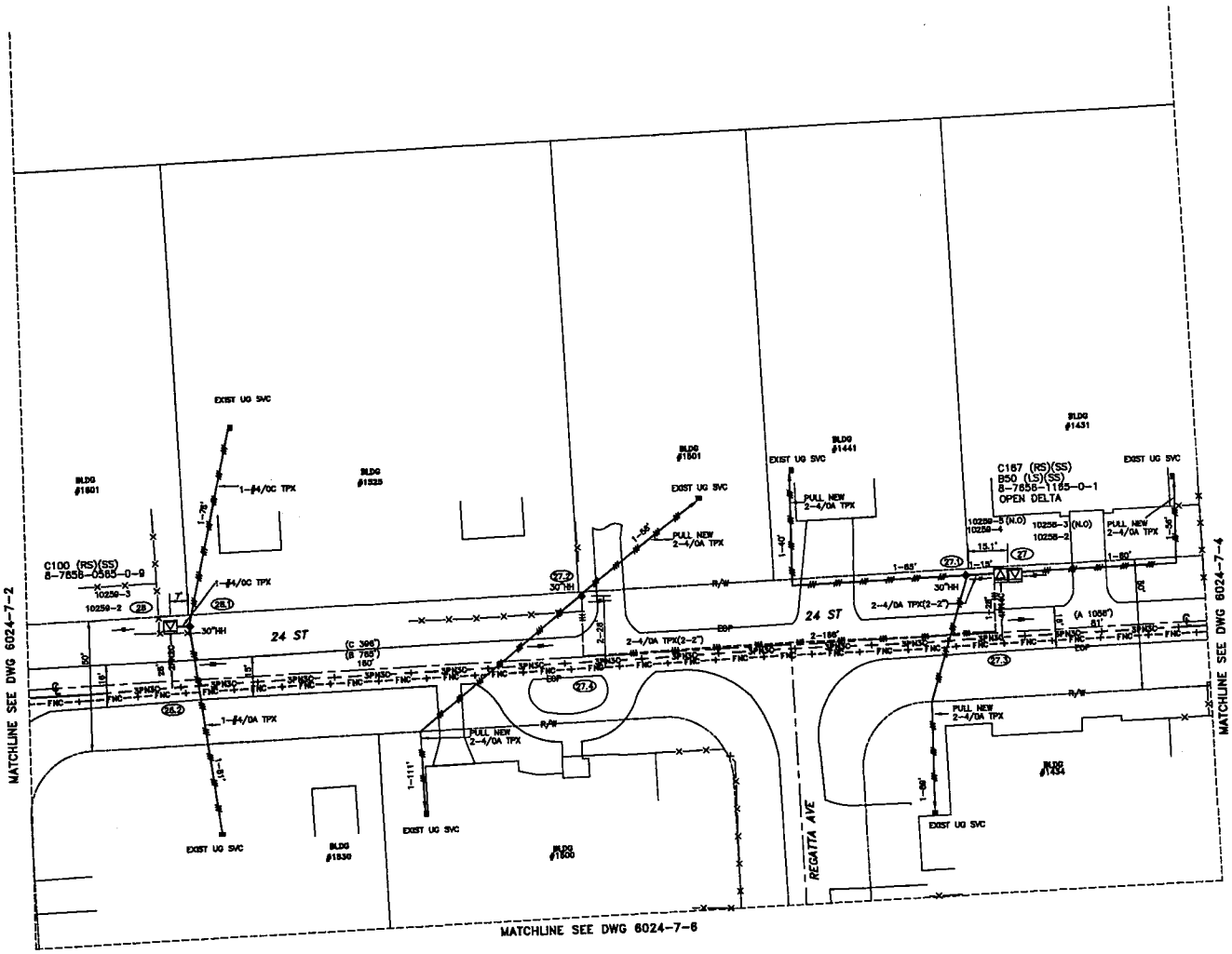
M/K CD
62E-OH/UG CONVERSION
SUNSET ISLAND 3
V/O SUNSET DR AND 23 ST
MIAMI BEACH, FL

DWG NO. 6024-7-1
WM# 3085435 TWN D030-85-435

PLOT DATE: 9/20/2015 PLOT TIME: 3:06:28 PM CAD NAME: JOT

953

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL



LOCATION SKETCH
N.T.S.

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

CONSTRUCTION NOTES – WR# 3085435

REQUIRED DRAWINGS
6024-7-1
6024-7-2
6024-7-3
6024-7-4
6024-7-5
6024-7-6
6024-7-7
6024-7-8
JS3085435-1(NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

N

ATTENTION
ROW AGREEMENT

IMPORTANT:
THE UNDERGROUND FACILITIES AND ASSOCIATED EQUIPMENT ARE IN THE RIGHT OF WAY DUE TO SPECIAL REQUEST BY THE LOCAL GOVERNMENT AGENCY AND ARE COVERED BY SPECIAL AGREEMENT WITH THE LOCAL GOVERNMENT. SHOULD THE LOCAL GOVERNMENT OR OTHER RIGHT OF WAY REQUIRE FPL TO RELOCATE, ADJUST, OR REARRANGE ANY OF THESE FACILITIES AS THEY MAY EXIST INSTALLED OR LATER BE MODIFIED, UPGRADED, OR OTHERWISE ALTERED, THE LOCAL GOVERNMENT SHALL PROVIDE FPL WITH A SUBSTITUTE LOCATION, INCLUDING ANY EASEMENTS THAT MAY BE NECESSARY, AND PAY ANY COSTS FOR THE RELOCATION, ADJUSTMENT, OR REARRANGEMENT. THE LOCAL GOVERNMENT SHALL ALSO REIMBURSE FPL FOR ANY COSTS TO LOCATE, EXPOSE PROTECT OR SUPPORT THE FACILITIES, IN THE EVENT OF FUTURE CONSTRUCTION OR EXCAVATION IN CLOSE PROXIMITY TO THE FACILITIES. REQUEST A COPY OF THE RIGHT OF WAY AGREEMENT FROM DOC FILES/GO FOR FURTHER DETAILS.

REFERENCE DWG's

6024-7-4
6024-7-6
6024-7-2
6024-8-2(SCH)

TWP: 53 RNG: 42 SEC: 28 QTR: D

AS-BUILT	3085435	0	04/16/12	OH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3
	AUTH NO.	NO.	DATE	REVISION

AS-BUILT COPY — AS-BUILT CREW PRINT
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
All required ground rods Have been driven & verified to be within FPL Standards. Values are shown at all locations.

Easement? YES ☐ NO ☒ | Tree Work? YES ☐ NO ☒ | Map Posting? YES ☒ NO ☐ | Posted by

Survey/Stake? YES ☒ NO ☐ | Designer/Stake? YES ☐ NO ☐ | Trench Feet | Telephone Request? YES ☒ NO ☐

Work with SMO? YES ☐ NO ☐ | CT/Special Mtr? YES ☐ NO ☐ | Duct Bank Feet | CATV Request? YES ☒ NO ☐

PERMITS	CITY X	DR. DIST.	COUNTY AIR	STATE RD	FAA
	WMD	RR XING	COUNTY RD.	TRANSM.	

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEEMARINE/M.R.
DATE	04/16/12
MAP NO.	V-0255

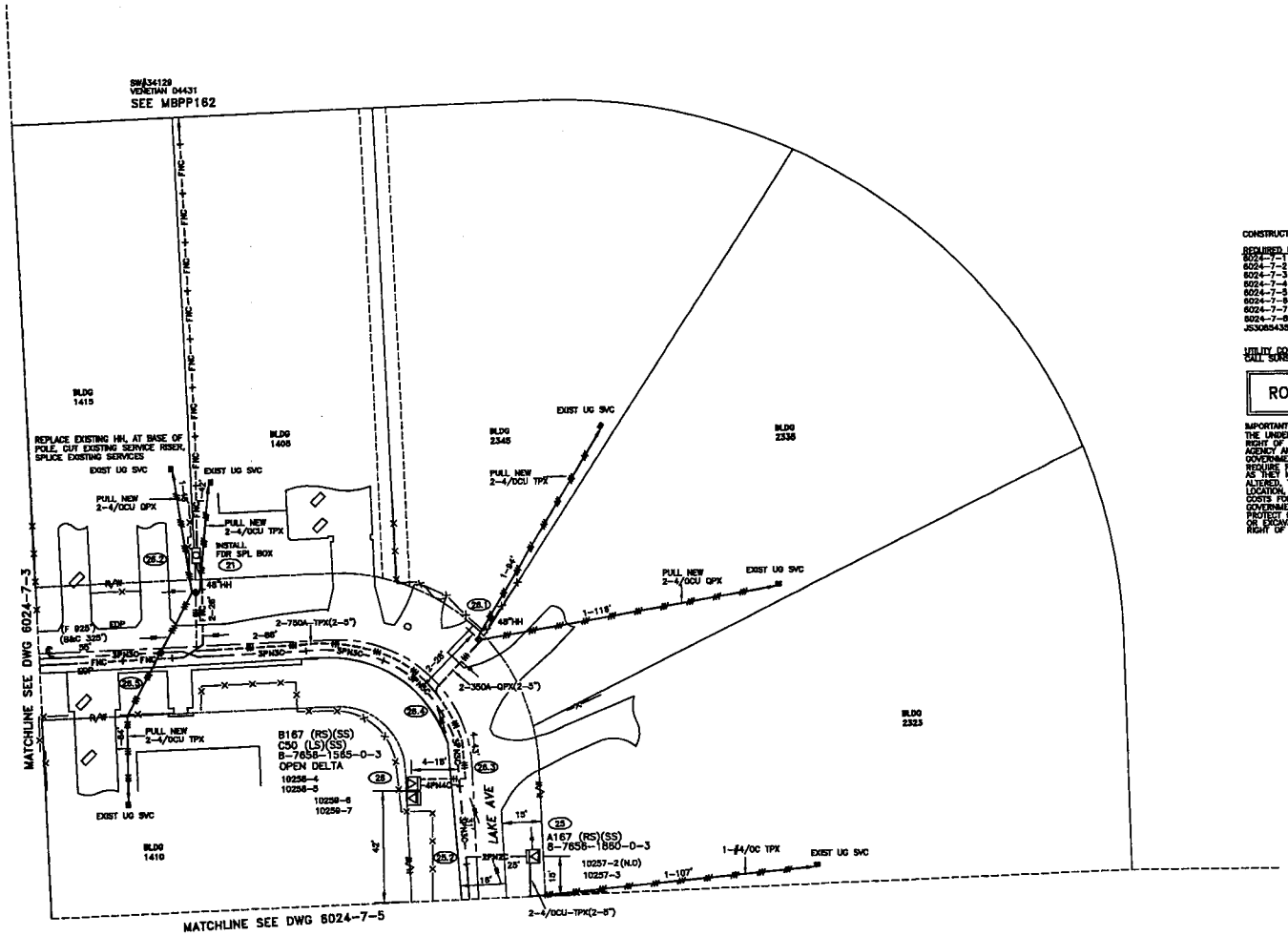
0 10 20 40 FEET

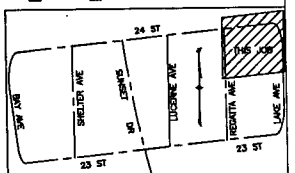
M/K CD
62E-OH/UG CONVERSION
SUNSET ISLAND 3
V/O SUNSET DR AND 23 ST
MIAMI BEACH, FL.

DWG NO. 6024-7-3
WR# 3085435 TWR# D030-85-435

PLOT DATE: 7/21/2016 PLOT TIME: 10:15:50 AM CAD NAME: BRB

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL





LOCATION SKETCH
N.T.S.

CONSTRUCTION NOTES – WR# 3085435

REQUIRED DRAWINGS
6024-7-1
6024-7-2
6024-7-3
6024-7-4
6024-7-5
6024-7-6
6024-7-7
6024-7-8
JS3085435-1(NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

ATTENTION

ROW AGREEMENT

IMPORTANT:
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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

REFERENCE DWG's

6024-7-3
6024-7-5
MBPP162
6024-8-2(SCH)

TWP: 55 RNG: 42 SEC: 28 QTR: Q

AS-BUILT COPY	AS-BUILT CREW PRINT
Foreman's Signature / Date	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Supervisor's Signature / Date	
All required ground rods have been driven & verified to be within FPL tolerance. Values are shown at all locations.	
Foreman's Signature / Date	

Easement?	YES ☐ NO ☒	Survey/Stake?	YES ☒ NO ☐	Work with SMO?	YES ☐ NO ☐
Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☐	CT/Special Mtr?	YES ☐ NO ☐
Map Posting?	YES ☒ NO ☐	Trench Feet		Duct Bank Feet	
Posted by		CITY X / DR. DIST. / COUNTY AIR / STATE RD / FAA			
		WMD / RR XING / COUNTY RD. / TRANSM.			
		Telephone Request? YES ☒ NO ☐		CATV Request? YES ☒ NO ☐	

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. BEDNARINE/M.R.
DATE	04/18/12
MAP NO.	V-0255

0 10 20 40 FEET

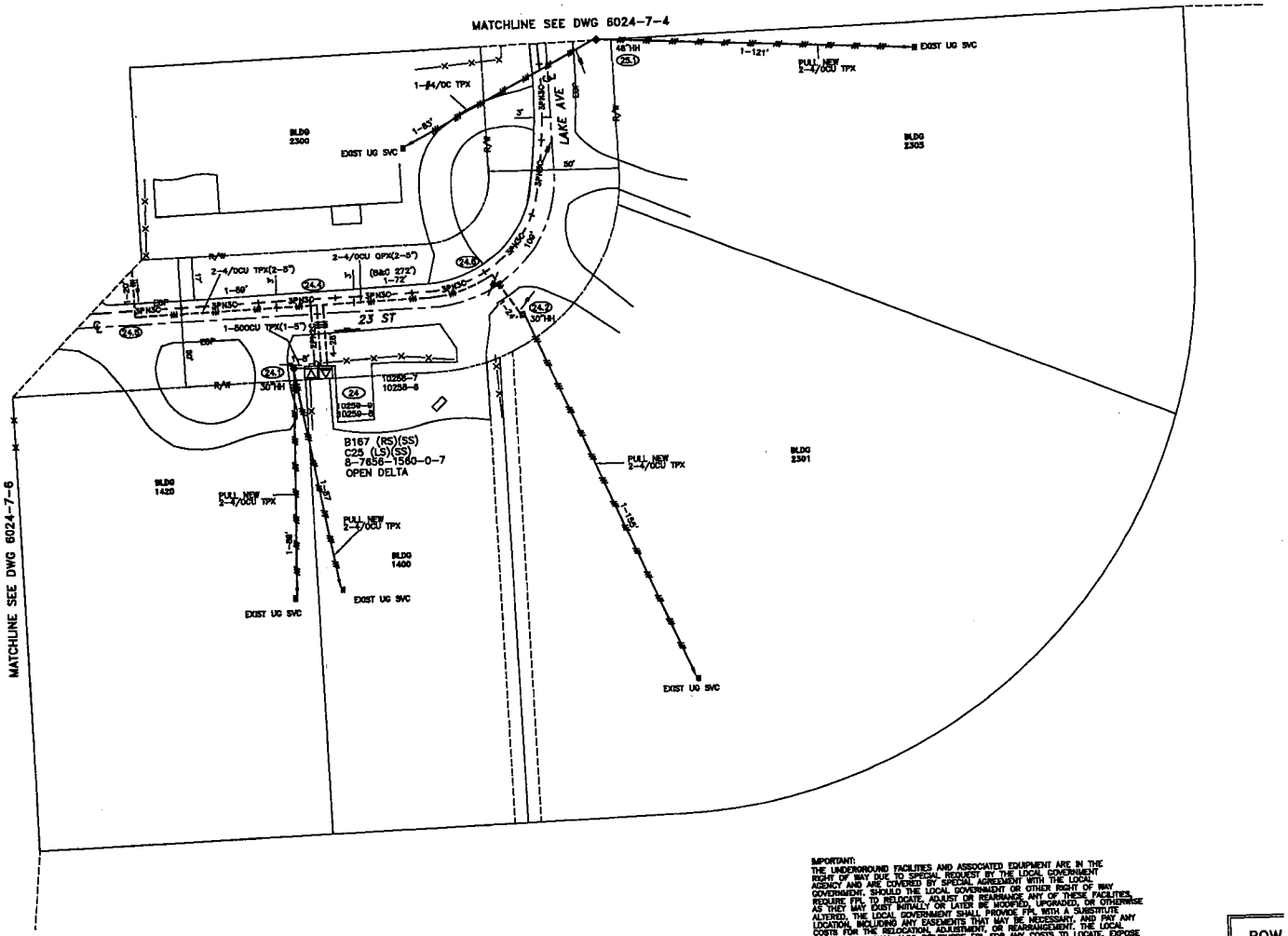
W/E CD
62E-OH/UG CONVERSION
SUNSET ISLAND 3
V/O SUNSET DR AND 23 ST
MIAMI BEACH, FL

DWG NO. 6024-7-4
WR# 3085435 DWR D030-85-435

ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085435	0	04/18/12	OH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3

PLOT DATE: 7/21/2015 PLOT TIME: 10:14:58 AM CAD NAME: RMB

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL



LOCATION SKETCH
N.T.S.

N

CONSTRUCTION NOTES – WR# 3085435

REQUIRED DRAWINGS
6024-7-1
6024-7-2
6024-7-3
6024-7-4
6024-7-5
6024-7-6
6024-7-7
6024-7-8
JS3085435-1(NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

REFERENCE DWG's

6024-7-4
6024-7-6
6024-8-2(SCH)

IMPORTANT:
THE UNDERGROUND FACILITIES AND ASSOCIATED EQUIPMENT ARE IN THE RIGHT OF WAY DUE TO SPECIAL REQUEST BY THE LOCAL GOVERNMENT AGENCY AND ARE COVERED BY SPECIAL AGREEMENT WITH THE LOCAL GOVERNMENT. SHOULD THE LOCAL GOVERNMENT OR OTHER RIGHT OF WAY GOVERNMENT, SHOULD THE LOCAL GOVERNMENT OR OTHER RIGHT OF WAY REQUIRE FPL TO RELOCATE, ADJUST OR REARRANGE ANY OF THESE FACILITIES, AS THEY MAY EXIST INITIALLY OR LATER PE MODIFIED, UPGRADED, OR OTHERWISE ALTERED, THE LOCAL GOVERNMENT SHALL PROVIDE FPL WITH A SUBSTITUTE LOCATION, INCLUDING ANY EASEMENTS THAT MAY BE NECESSARY, AND PAY ANY COSTS FOR THE RELOCATION, ADJUSTMENT, OR REARRANGEMENT. THE LOCAL GOVERNMENT SHALL ALSO REIMBURSE FPL FOR ANY COSTS TO LOCATE, EXPOSE PROTECT OR SUPPORT THE FACILITIES, IN THE EVENT OF FUTURE CONSTRUCTION OR EXCAVATION IN CLOSE PROXIMITY TO THE FACILITIES. REQUEST A COPY OF THE RIGHT OF WAY AGREEMENT FROM DOC FILES/OD FOR FURTHER DETAILS.

ATTENTION
ROW AGREEMENT

TWP: 53 RNG: 42 SEC: 28 QTR: D

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement? YES ☐ NO ☒	Survey/Stake? YES ☒ NO ☐
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	All required ground rods have been driven & verified to be within FPL Standards. Values are shown at all locations.	Tree Work? YES ☐ NO ☒	Designer/Stake? YES ☐ NO ☐
		Map Posting? YES ☒ NO ☐	Posted by

Work with SMO? YES ☐ NO ☐
CT/Special Mtr? YES ☐ NO ☐
Trench Feet
Duct Bank Feet
CITY X | DR. DIST. | COUNTY AIR | STATE RD | FAA
WMD | RR XING | COUNTY RD. | TRANSM.
Telephone Request? YES ☒ NO ☐
CATV Request? YES ☒ NO ☐

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEENARINE/M.R.
DATE	04/18/12
MAP NO.	V-0255

0 10 20 40 FEET

N/A CD
62E-OH/UG CONVERSION
SUNSET ISLAND 3
V/O SUNSET DR AND 23 ST
MIAMI BEACH, FL

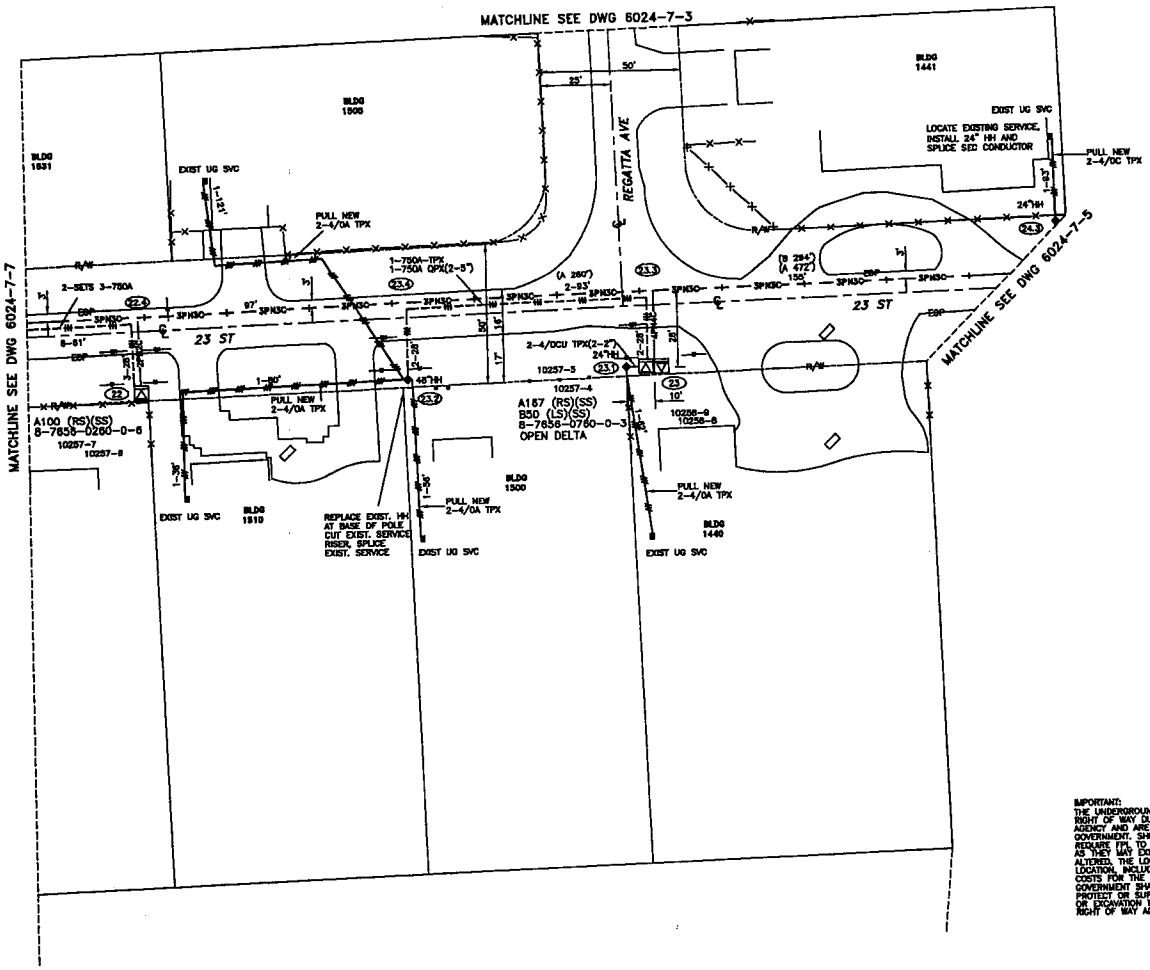
DWG NO. 6024-7-5
WR# 3085435 PWR# D030-85-435

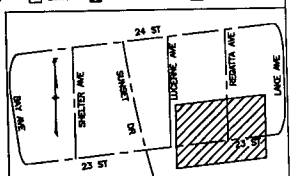
ASBUILT	3085435	0	04/18/12	OH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3
	AUTH NO.	NO.	DATE	REVISION

PLOT DATE: 7/31/2015 PLOT TIME: 10:14:05 AM CAD NAME: DWG

956

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL





LOCATION SKETCH
N.T.S.

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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

CONSTRUCTION NOTES - WR# 3085435

REQUIRED DRAWINGS
6024-7-1
6024-7-2
6024-7-3
6024-7-4
6024-7-5
6024-7-6
6024-7-7
6024-7-8
JS3085435-1(NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

IMPORTANT:
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ATTENTION
ROW AGREEMENT

REFERENCE DWG's

6024-7-3
6024-7-5
6024-7-7
6024-8-2(SCH)

TWNP: 53 RNG: 42 SEC: 28 QTR: 0

ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085435	0	04/16/12	OH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3

AS-BUILT COPY — AS-BUILT CREW PRINT
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
As required ground rods have been driven & verified to be within FPL Standards. Values are shown at all locations.

Easement?	YES ☐ NO ☒	Survey/Stake?	YES ☒ NO ☐	Work with SMO?	YES ☐ NO ☐
Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☐	CT/Special Mtr?	YES ☐ NO ☐
Map Posting?	YES ☒ NO ☐	Trench Feet		Duct Bank Feet	

PERMITS REQUIRED					
CITY X	DR. DIST.	COUNTY AIR	STATE RD	FAA	
WMD	RR XING	COUNTY RD.	TRANSM.		

Posted by
Telephone Request? YES ☒ NO ☐ CATV Request? YES ☒ NO ☐

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEENARINE/M.R.
DATE	04/16/12
MAP NO.	V-0255

0 10 20 40 FEET

M/K CD
62E-OH/UG CONVERSION
SUNSET ISLAND 3
V/O SUNSET DR AND 23 ST
MIAMI BEACH, FL

DWG NO. 6024-7-6
WR# 3085435 WR# D030-85-435

PLOT DATE: 7/21/2015 PLOT TIME: 10:12:56 AM CAD NAME: DTB

957

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL

MATCHLINE SEE DWG 6024-7-2

MATCHLINE SEE DWG 6024-7-8

MATCHLINE SEE DWG 6024-7-6

MATCHLINE SEE DWG 6024-6-2

SHELTER AVE

LUCERNE AVE

SUNSET DR

23 ST

BLDG #1745

BLDG #2300

BLDG #2301

BLDG #1531

BLDG #1750

BLDG #1800

BLDG #1730

BLDG #1710

BLDG #2277

BLDG #2288

BLDG #2270

EXIST UG SVC

C75 (RS)(SS)
8-7556-9963-0-9

C167 (RS)(SS)
8-7558-9560-0-5

C50 (RS)(SS)
A25 (LS)(SS)
8-7656-0259-0-5
OPEN DELTA

P.M. VISTA DISC. SW#3

LOCATE EXISTING 1FN3C AND TIE INTO NEW SW. CAB TERMINATE FDR INTO POS F1

FOR THIS AREA SEE MBPP787

OVERPASS

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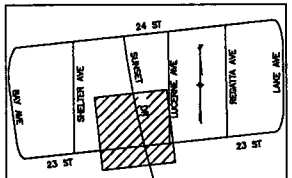
Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



LOCATION SKETCH
N.T.S.

CONSTRUCTION NOTES – WR# 3085435

REQUIRED DRAWINGS
6024-7-1
6024-7-2
6024-7-3
6024-7-4
6024-7-5
6024-7-6
6024-7-7
6024-7-8
JS3085435-1(NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

P.M. VISTA DISC. SW#3			
GRID# 8-7656-0280-0-6			
COMPARTMENT 4	COMPARTMENT 3	COMPARTMENT 2	COMPARTMENT 1
A12057-10	A11752-8	SW.#41663	SW.#41662
B12058-10	B11753-10	8-7656-0280-2-2	8-7656-0280-1-4
C12059-12	C11754-12		
FUSE 3# @ 80 "E"	FUSE 3# @ 80 "E"		
8-7656-0280-4-9	8-7656-0280-3-1	SOUTH TO SW.#40435	NORTH TO SW.#40437

IMPORTANT:
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ATTENTION
ROW AGREEMENT

REFERENCE DWG's

6024-7-2, MBPP787
6024-7-6, 6024-8-2(SCH)
6024-7-8
6024-8-2
6024-9-2

TRMP:83 RHR:42 BCD:28 CTR:0

AS-BUILT COPY	AS-BUILT CREW PRINT
Work Cert. Date	Foreman's Signature Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Supervisor's Signature Date	
All required ground rods have been driven & verified to be within FPL Standards. Values are shown at all locations.	
Foreman's Signature Date	

Easement? YES ☐ NO ☒	Survey/Stake? YES ☒ NO ☐	Work with SMO? YES ☐ NO ☐	
Tree Work? YES ☐ NO ☒	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐	
Map Posting? YES ☒ NO ☐	Trench Feet	Duct Bank Feet	
	PERMITS: CITY X / DR. DIST. / COUNTY AIR / STATE RD / FAA		
	WMD / RR XING / COUNTY RD. / TRANSM.		
Posted by	Telephone Request? YES ☒ NO ☐	CATV Request? YES ☒ NO ☐	

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEDNARINE/M.R.
DATE	04/18/12
MAP NO.	V-0255

0 10 20 40
FEET

W/O CD
62E-OH/UG CONVERSION
SUNSET ISLAND 3
V/O SUNSET DR AND 23 ST
MIAMI BEACH, FL

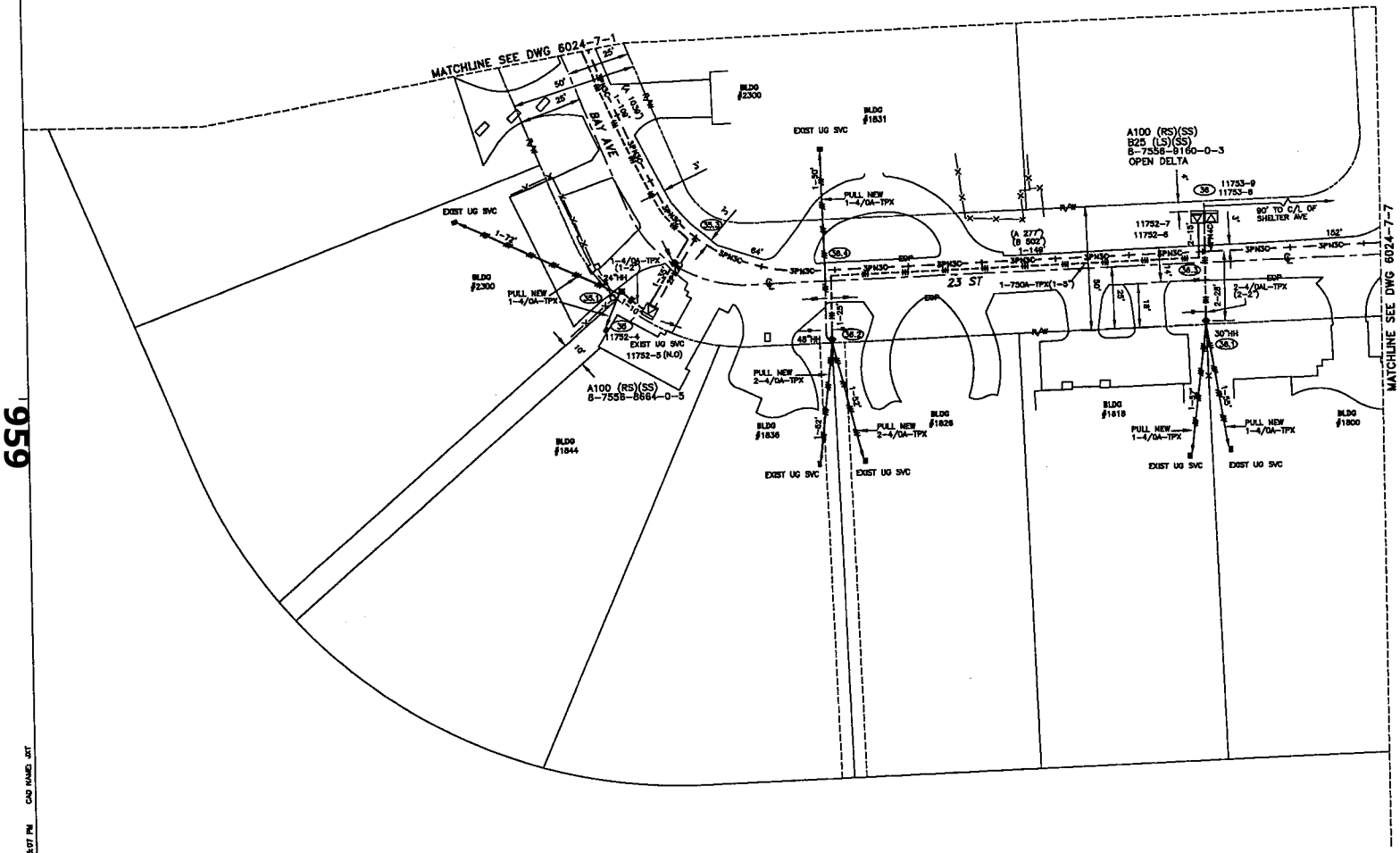
DWG NO. 6024-7-7
WR# 3085435 PWR D030-85-435

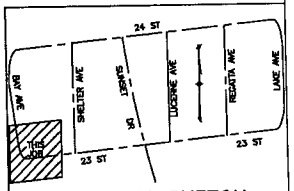
ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085435	0	04/18/12	OH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3

PLOT DATE: 4/20/2015 PLOT TIME: 3:12:52 PM CAD NAME: JTT

958

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL





LOCATION SKETCH

N.T.S.

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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

N

ATTENTION

ROW AGREEMENT

IMPORTANT:
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CONSTRUCTION NOTES – WR# 3085435

REQUIRED DRAWINGS
6024-7-1
6024-7-2
6024-7-3
6024-7-4
6024-7-5
6024-7-6
6024-7-7
6024-7-8
JS3085435-1(NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

REFERENCE DWG's

6024-7-1
6024-7-7
6024-8-1(SCH)

TWP: 54 RNG: 42 SEC: 28 QTR: 9

ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085435	0	08/19/15	OH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3

AS-BUILT COPY — AS-BUILT CREW PRINT
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
Foreman's Signature — Date
Superviser's Signature — Date
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.
Foreman's Signature — Date

Easement? YES ☐ NO ☒	Survey/Stake? YES ☒ NO ☐	Work with SMO? YES ☐ NO ☐	
Tree Work? YES ☐ NO ☒	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐	
Map Posting? YES ☒ NO ☐	Trench Feet	Duct Bank Feet	
Posted by	Telephone Request? YES ☒ NO ☐	CATV Request? YES ☒ NO ☐	

PERMIT REQUIRED					
CITY X	DR. DIST.	COUNTY AIR	STATE RD	FAA	
WMD	RR XING	COUNTY RD.	TRANSM.		

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	J. TORRES
DATE	8/19/15
MAP NO.	V-0255

0 10 20 40 FEET

N/A CD
62E-OH/UG CONVERSION
SUNSET ISLAND 3
V/O SUNSET DR AND 23 ST
MIAMI BEACH, FL.

DWG NO. 6024-7-8
WR# 3085435 DWR# D030-85-435

PLOT DATE: 8/20/2015 PLOT TIME: 3:03:07 PM CAD NAME: JOT

959

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐

BULKHEAD
BULKHEAD
SUNSET LAKE CANAL
W 25 ST
R/W
SS
ST LT
SN
W
G
S
BRIDGE
PAVEMENT
SUNSET DR.
N46° 00' 00" W
44° 59' 06"
INST. FEEDER SPLICE BOX
ABANDON
FOR THIS AREA SEE DWG# 6024-6-2
W 22 ST
P.M. VISTA DISC. SW#3 FOR THIS AREA SEE DWG# 6024-7-7
FEEDER SPLICE BOX
LOC. UNKNOWN (FPL)
METER
P.M. VISTA DISC. SW#2
3-1000 KCMIL AL 25KV XPEJ IN 1-6" FLEXIBLE COND. & 2-6" FLEX. COND. SPARES BTW POLES
141'±
5'+34'±
19'±
16'±
21'±
30'
8'
6'±

CONSTRUCTION NOTES – WR# 3085439

REQUIRED DRAWINGS
6024-6-1
6024-6-2
6024-6-3
6024-6-4
6024-6-5
6024-6-6
JS3085439-1 (NOTES)
JS3085439-2
6024-6-1
6024-6-2
MBPP787

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

ATTENTION
ROW AGREEMENT

IMPORTANT:
THE UNDERGROUND FACILITIES AND ASSOCIATED EQUIPMENT ARE IN THE RIGHT OF WAY DUE TO SPECIAL REQUEST BY THE LOCAL GOVERNMENT AGENCY AND ARE COVERED BY SPECIAL AGREEMENT WITH THE LOCAL GOVERNMENT. SHOULD THE LOCAL GOVERNMENT OR OTHER RIGHT OF WAY REQUIRE FPL TO RELOCATE, ADJUST OR REARRANGE ANY OF THESE FACILITIES AS THEY MAY EXIST INITIALLY OR LATER BE MODIFIED, UPGRADED, OR OTHERWISE ALTERED, THE LOCAL GOVERNMENT SHALL PROVIDE FPL WITH A SUBSTITUTE LOCATION, INCLUDING ANY EASEMENTS THAT MAY BE NECESSARY, AND PAY ANY COSTS FOR THE RELOCATION, ADJUSTMENT, OR REARRANGEMENT. THE LOCAL GOVERNMENT SHALL ALSO REIMBURSE FPL FOR ANY COSTS TO LOCATE, EXPOSE PROTECT OR SUPPORT THE FACILITIES. IN THE EVENT OF FUTURE CONSTRUCTION OR EXCAVATION IN CLOSE PROXIMITY TO THE FACILITIES, REQUEST A COPY OF THE RIGHT OF WAY AGREEMENT FROM DCC FILES/GO FOR FURTHER DETAILS.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

P.M. VISTA DISC. SW#3 C/L STA. 6+00 SEE 6024-7-7 FOR INFO.
FPL FDR SPL BX
ASSUMED GRADE
PROP. C.B. BOTT. EL. 1.48
8" FNC
BRIDGE 4 CANAL
8" SN (INV. UNK.)
BOTTOM ELEV. UNKNOWN
SOLDIER PILES TIP PROP. ELEV. -12.14 FT (-3.7 M.)
EXIST. PILES ELEV. UNKNOWN
PROPOSED 3-6" FLEX. CONDS.
P.M. VISTA DISC. SW#2 C/L STA. 1+80 SEE 6024-6-2 FOR INFO.
36" MIN COVER
FOR THIS AREA SEE DWG# 6024-6-2

REFERENCE DWG's
6024-6-1
6024-7-1
6024-8-1 (CKT)
6024-9-1 (CKT)

NOTE:
THIS DWG WAS CONVERTED FROM A HAND DRAWING TO A CAD DRAWING ON 03/16/98.
TWP: 53 RNG: 42 SEC: 28 QTR: D

ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085439	5	06/08/12	I.P.C.: INST PMDS# 4 & RENUMBER LOOP 11752, 11753 11754 & ADDED LOOP# 12057, 12058, 12059
	3085435	4	06/08/12	OH TO UG CONVERSION INSTALL VISTA CABINET 3 & 4 AT SUNSET ISLAND 3
	3085439	3	06/18/09	INST. FDR, PRIMARY, P.M.D.S.#1 & #2, AND TX'S, TO SVC SUNSET ISLAND 4
	3085435	2	06/18/09	INST. FDR, PRIMARY, P.M.D.S.#3, AND TX'S, TO SVC SUNSET ISLAND 3
	7222-04-883	0	03/16/98	ORIGINAL DWG

AS-BUILT COPY — AS-BUILT CREW PRINT
Foreman's Signature — Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
Supervisor's Signature — Date
All required ground rods Have been driven & verified to be within FPL Standards. Values are shown at all locations.
Foreman's Signature — Date

Easement? YES ☐ NO ☐
Tree Work? YES ☐ NO ☐
Map Posting? YES ☒ NO ☐
Checked by

Survey/Stake? YES ☒ NO ☐
Designer/Stake? YES ☐ NO ☐
Trench Feet
Telephone Request? YES ☒ NO ☐

Work with SMO? YES ☐ NO ☐
CT/Special Mtr? YES ☐ NO ☐
Duct Bank Feet
CATV Request? YES ☐ NO ☐

PERMIT REQ.				
CITY	DR. DIST.	COUNTY AIR	STATE RD	FAA
WMD	RR XING	COUNTY RD.	TRANSM.	

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEENARINE
DATE	06/08/12
MAP NO.	V-0255

HORIZ. 0 10 20 40
VERT. 0 1.0 2.0 4.0

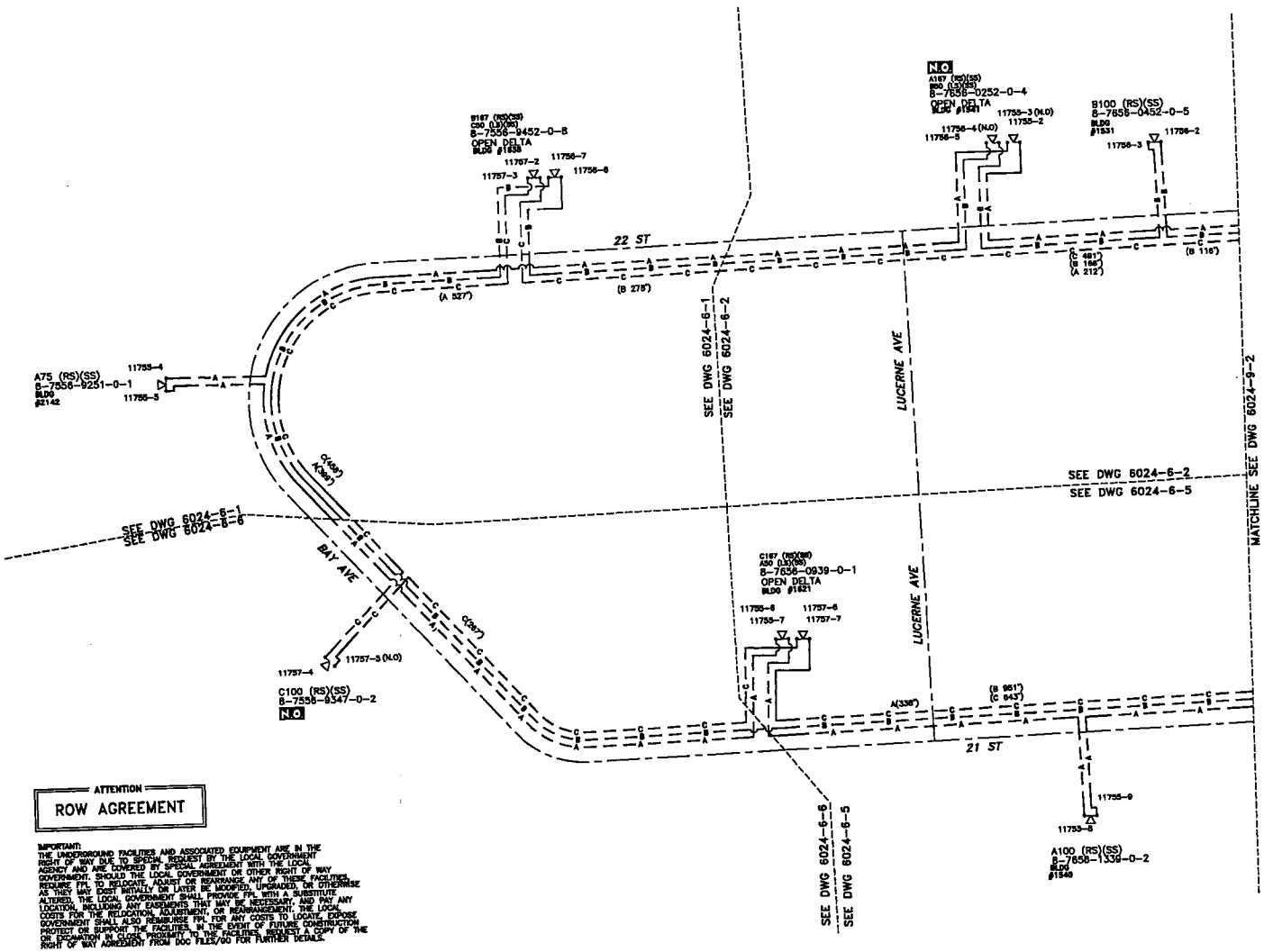
W/K CD
MIAMI BEACH UNDERGROUND SYSTEMS
BTWN W 22 ST & 23 ST ON SUNSET DR
MIAMI BEACH-FLORIDA

DWG NO. MBPP787
WR# 3085439 IWR# D030-85-439

PLOT DATE: 6/12/2015 PLOT TIME: 11:20:37 AM CAD NAME: MXR

960

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL



CONSTRUCTION NOTES - WR# 3085439

REQUIRED DRAWINGS
6024-6-1 6024-9-1
6024-6-2 6024-9-2
6024-6-3 MBPP757
6024-6-4
6024-6-5
6024-9-5
JS3085439-1 (NOTES)
JS3085439-2

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

ATTENTION

ROW AGREEMENT

IMPORTANT:
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REFERENCE DWG's

6024-6-1
6024-6-2
6024-6-5
6024-6-6
6024-9-2

ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085439	0	06/07/12	OH TO UG CONVERSION INSTALL VISTA CABINET 1 & 2, PULL PRIMARY & FDR CBL TO SVC SUNSET ISLAND 4

AS-BUILT COPY — AS-BUILT CREW PRINT
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
All required ground rods Have been driven & verified to be within FPL Standards. Values are shown at all locations.

Easement? YES ☐ NO ☐ | Tree Work? YES ☐ NO ☐ | Map Posting? YES ☒ NO ☐ | Posted by

Survey/Stake? YES ☒ NO ☐ | Designer/Stake? YES ☐ NO ☐ | Trench Feet | Work with SMO? YES ☐ NO ☐ | CT/Special Mtr? YES ☐ NO ☐ | Duct Bank Feet

PERMIT	CITY	DR. DIST.	COUNTY AIR	STATE RD	FAA
	WMD	RR XING	COUNTY RD.	TRANSM.	

Telephone Request? YES ☒ NO ☐ CATV Request? YES ☐ NO ☐

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEENARINE
DATE	06/07/12
MAP NO.	V-0255
0	N.T.S.
	FEET

M/K CD
62E-OH/UG CONVERSION
SUNSET ISLAND 4
V/O SUNSET DR & 21 ST
MIAMI BEACH, FL

DWG NO. 6024-9-1
WR# 3085439 IWR# D030-85-439

PLOT DATE: 6/12/2012 PLOT TIME: 12:31:50 PM CAD NAME: TRC

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL

IMPORTANT:
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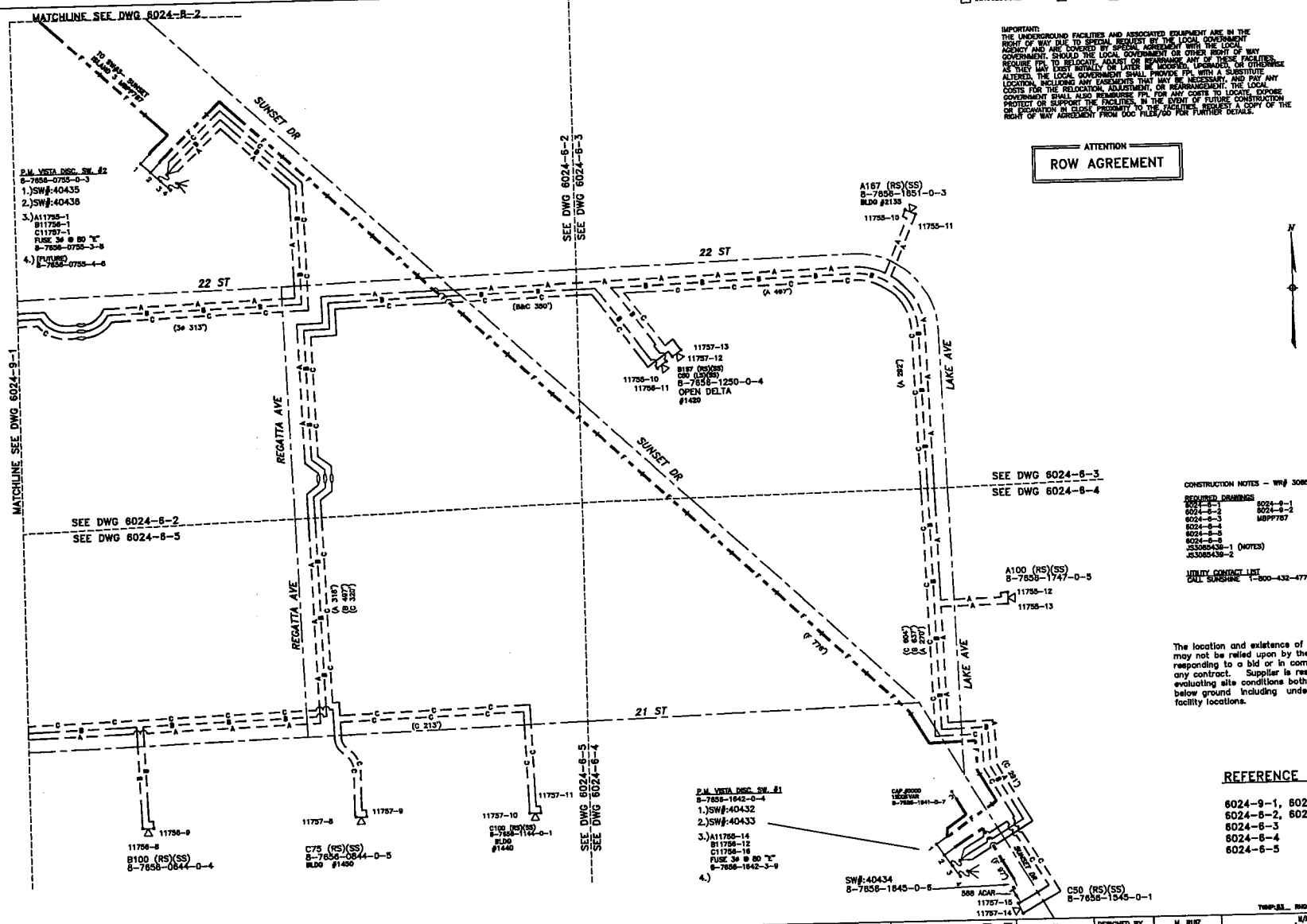
ATTENTION
ROW AGREEMENT



CONSTRUCTION NOTES – WR# 3085439

REQUIRED DRAWINGS
6024-6-1
6024-6-2
6024-6-3
6024-6-4
6024-6-5
6024-6-6
JS3085439-1 (NOTES)
JS3085439-2
6024-9-1
6024-9-2
MBPF767

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

REFERENCE DWG's

6024-9-1, 6024-8-1(SCH)
6024-6-2, 6024-8-2(SCH)
6024-6-3
6024-6-4
6024-6-5

TWNP 53 RNG 42 SEC 28 QTR: D

	3085439	D	06/07/12
ASBUILT	AUTH NO.	NO.	DATE

REVISION: OH TO UG CONVERSION INSTALL VISTA CABINET 1 & 2, PULL PRIMARY & FDR CBL TO SVC SUNSET ISLAND 4

AS-BUILT COPY — AS-BUILT CREW PRINT
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
All required ground rods have been driven & verified to be within FPL standards. Values are shown at of locations.

Easement? YES ☐ NO ☐
Tree Work? YES ☐ NO ☐
Map Posting? YES ☒ NO ☐
Posted by

Survey/Stake? YES ☒ NO ☐
Designer/Stake? YES ☐ NO ☐
Trench Feet
Work with SMO? YES ☐ NO ☐
CT/Special Mtr? YES ☐ NO ☐
Duct Bank Feet
PERMITS: CITY, DR. DIST., COUNTY AIR, STATE RD, FAA, WMD, RR XING, COUNTY RD., TRANSM.
Telephone Request? YES ☒ NO ☐
CATV Request? YES ☐ NO ☐

FPL

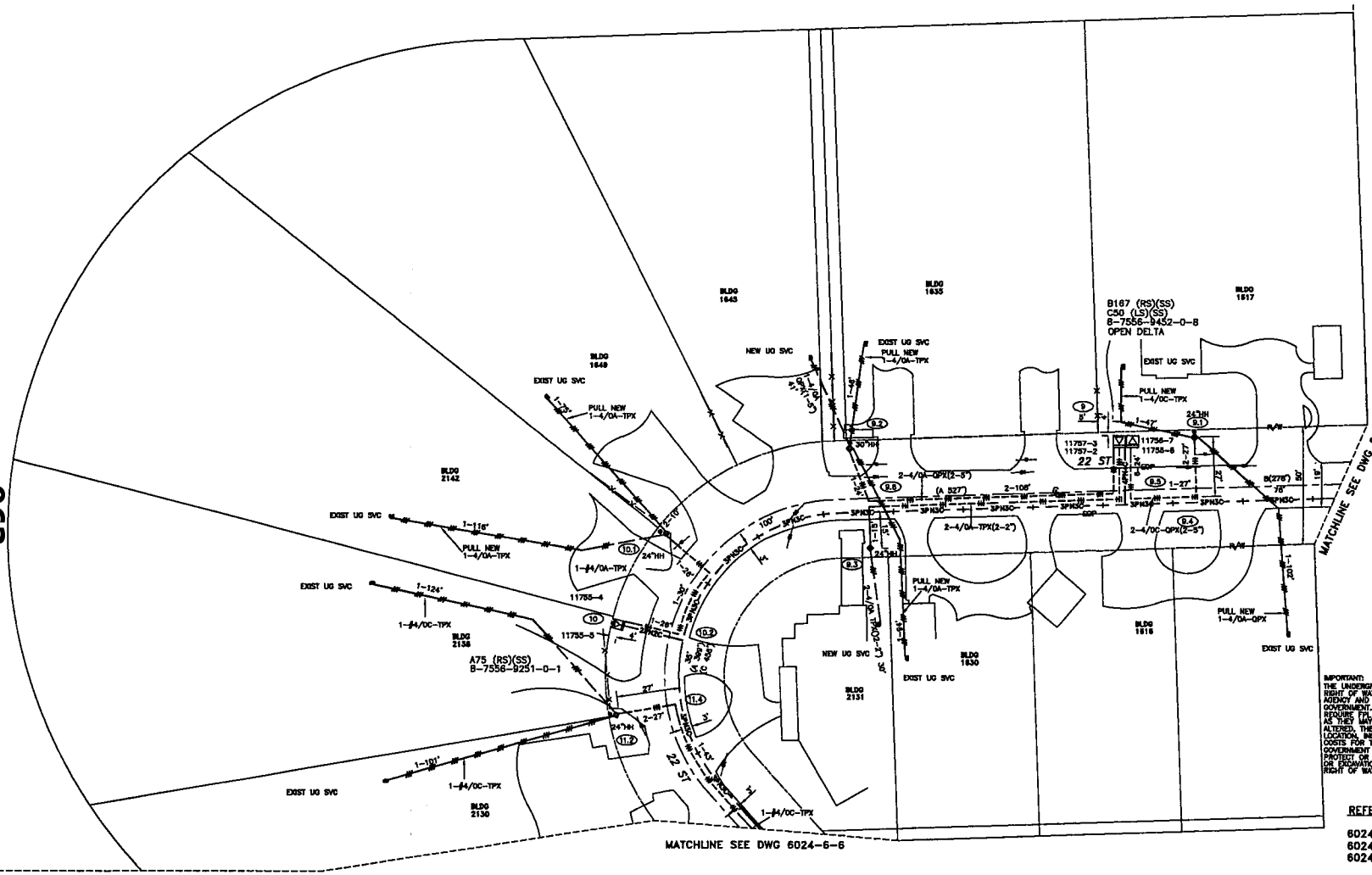
DESIGNED BY	M. RUIZ
DRAWN BY	R. SEEMARINE
DATE	06/07/12
MAP NO.	V-0255
0 N.T.S. FEET	

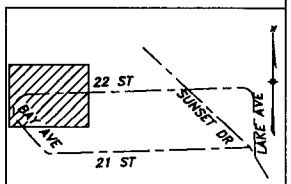
N/A CD
62E-OH/UG CONVERSION
SUNSET ISLAND 4
V/O SUNSET DR & 21 ST
MIAMI BEACH, FL.
DWG NO. 6024-9-2
WR# 3085439 TWR# D030-85-439

PLOT DATE: 6/12/2012 PLOT TIME: 12:22:52 PM CAD NAME: TRC

962

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL





LOCATION SKETCH
N.T.S.

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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

CONSTRUCTION NOTES – WR# 3085439

REQUIRED DRAWINGS
6024-6-1
6024-6-2
6024-6-3
6024-6-4
6024-6-5
6024-6-6
6024-6-8
JS3085439-1 (NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

ATTENTION
ROW AGREEMENT

IMPORTANT:
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REFERENCE DWG's
6024-6-2
6024-6-6
6024-9-1(SCH)

ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085439	1	06/07/12	OH TO UG CONVERSION INSTALL VISTA CABINET 1 & 2, PULL PRIMARY & FDR CBL TO SVC SUNSET ISLAND 4
	3085439	0	04/20/12	PRELIMINARY DESIGN

AS-BUILT COPY | AS-BUILT CREW PRINT
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.

Easement? YES ☐ NO ☒ | Survey/Stake? YES ☐ NO ☐ | Work with SMO? YES ☐ NO ☐
Tree Work? YES ☐ NO ☒ | Designer/Stake? YES ☐ NO ☐ | CT/Special M/T? YES ☐ NO ☐
Map Posting? YES ☒ NO ☐ | Trench Feet | Duct Bank Feet
Posted by | POWER FACILITIES: CITY X, DR. DIST., WMD, RR XING | COUNTY AIR, COUNTY RD., STATE RD, TRANSM., FAA
Telephone Request? YES ☒ NO ☐ | CATV Request? YES ☐ NO ☐

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEENARINE/M.R.
DATE	06/07/12
MAP NO.	V-0255

0 10 20 40 FEET

TWP: 53 RNG: 42 SEC: 28 QTR: 0

W/c CD
62E-OH/UG CONVERSION
SUNSET ISLAND 4
V/O SUNSET DR & 21 ST
MIAMI BEACH, FL

DWG NO. 6024-6-1
WR# 3085439 WBS D030-85-439

PLOT DATE: 6/12/2015 PLOT TIME: 12:23:56 PM CAD NAME: TRC

963

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL

MATCHLINE SEE DWG 6024-7-7

ATTENTION
ROW AGREEMENT

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P.M. VISTA DISC. SW#2			
GRID# B-7656-0755-0-3			
COMPARTMENT 4	COMPARTMENT 3	COMPARTMENT 2	COMPARTMENT 1
(FUTURE) B-7656-0755-4-6	A11755-1 B11756-1 C11757-1 FUSE 3# @ 80 "E" B-7656-0755-3-6	SW.#40436 B-7656-0755-2-0 SOUTH TO SW.#40432	SW.#40435 B-7656-0755-1-1 NORTH TO SW.#41663

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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

5,209 SQ. FT.
10.418 TONS

LOCATION SKETCH
N.T.S.

22 ST
BAY AVE
21 ST
SUNSET DR
LAKE AVE

CONSTRUCTION NOTES – WR# 3085439

REQUIRED DRAWINGS
6024-6-1
6024-6-2
6024-6-3
6024-6-4
6024-6-5
6024-6-6
6024-6-8
JS3085439-1 (NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

REFERENCE DWG'S
6024-6-3
6024-6-4
6024-9-1
6024-9-2

MATCHLINE SEE DWG 6024-6-1

MATCHLINE SEE DWG 6024-6-3

MATCHLINE SEE DWG 6024-6-5

SUNSET DR

22 ST

LUCERNE AVE

REGATTA AVE

BLDG #1541
BLDG #1531
BLDG #1515
BLDG #2201
BLDG #1433
BLDG #2120
BLDG #1530
BLDG #1520
BLDG #1510
BLDG #2130
BLDG #2121

A167 (RS)(SS)
B50 (LS)(SS)
B-7656-0252-0-4
OPEN DELTA

B100 (RS)(SS)
B-7656-0452-0-5

P.M. VISTA DISC. SW#2

30"DWL HH PRIMARY SPLICE BOX

EXIST UG SVC

PULL NEW 1-4/0A-TPX

1-4/0A-TPX (1-2)
1-4/0A-QPX (1-5)

2-4/0A-TPX (2-2)

TWNP: 53 RNG: 42 SEC: 28 QTR: D

AS-BUILT COPY	AS-BUILT CREW PRINT
Foreman's Signature / Date	Foreman's Signature / Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Supervisor's Signature / Date	
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.	
Foreman's Signature / Date	

Easement?	YES ☐ NO ☒	Survey/Stake?	YES ☒ NO ☐	Work with SMO?	YES ☐ NO ☐
Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☐	CT/Special Mbr?	YES ☐ NO ☐
Map Posting?	YES ☒ NO ☐	Trench Feet		Duct Bank Feet	
Posted by		CITY X / DR. DIST. / COUNTY AIR / STATE RD / FAA			
		WMD / RR XING / COUNTY RD. / TRANSM.			
		Telephone Request? YES ☒ NO ☐		CATV Request? YES ☒ NO ☐	

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEEMANNE/M.R.
DATE	04/20/12
MAP NO.	V-0255

0 10 20 40
FEET

H/K CD
62E-OH/UG CONVERSION
SUNSET ISLAND 4
V/O SUNSET DR & 21 ST
MIAMI BEACH, FL

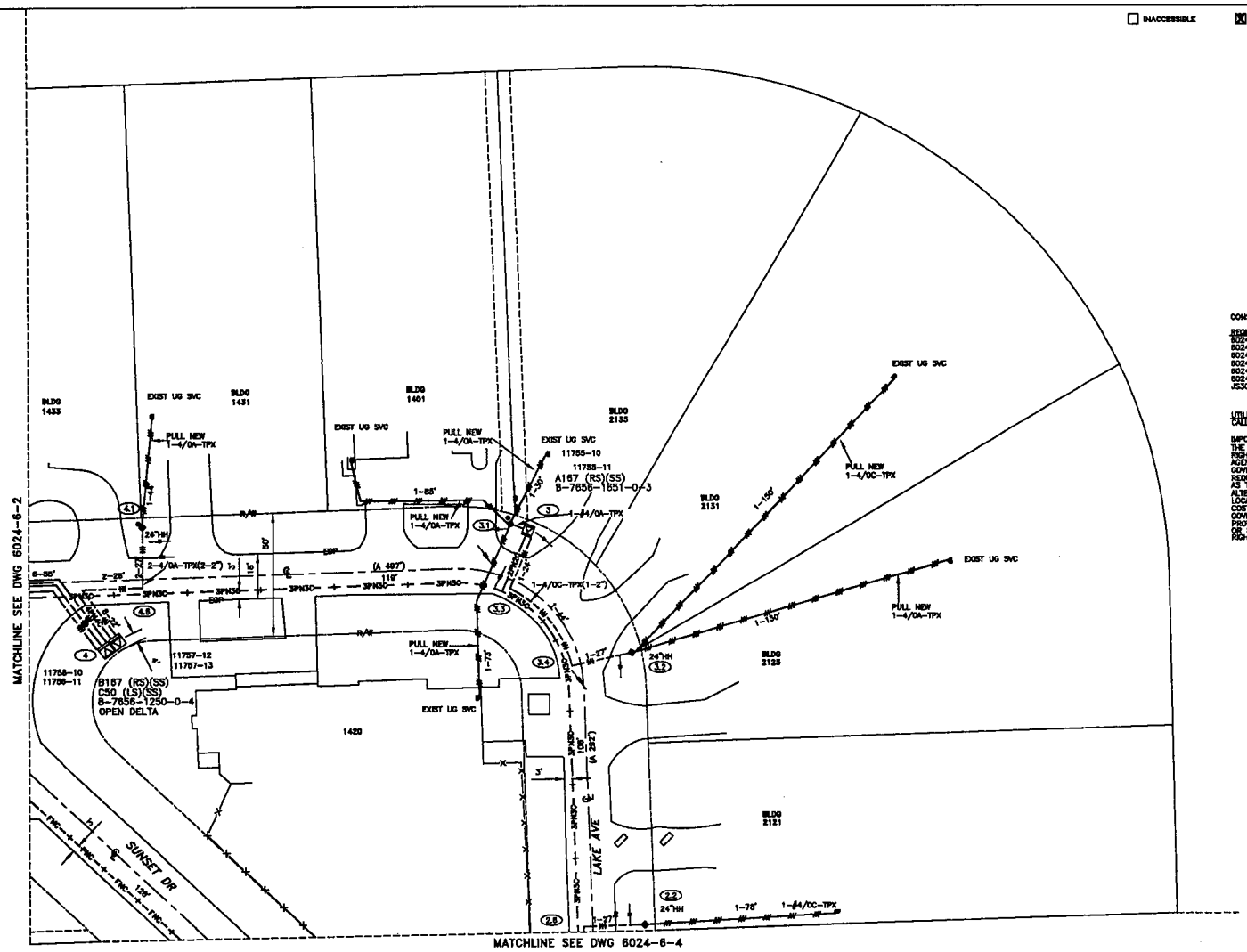
DWG NO. 6024-6-2
WR# 3085439 IWR# D030-85-439

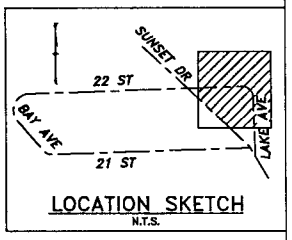
ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085439	0	04/20/12	OH TO UG CONVERSION INSTALL VISTA CABINET 1 & 2, PULL PRIMARY & FDR CBL TO SVC SUNSET ISLAND 4

PLOT DATE: 7/31/2015 PLOT TIME: 10:35:55 AM CAD NAME: 8WB

964

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL





LOCATION SKETCH
N.T.S.

N

CONSTRUCTION NOTES – WR# 3085439

REQUIRED DRAWINGS
6024-6-1
6024-6-2
6024-6-3
6024-6-4
6024-6-5
6024-6-6
JS3085439-1 (NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

IMPORTANT:
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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

ATTENTION
ROW AGREEMENT

REFERENCE DWG's

6024-6-2
6024-6-4
6024-9-2

ASSBUILT	AUTH NO.	NO.	DATE	REVISION
	3085439	D	04/20/12	OH TO UG CONVERSION INSTALL VISTA CABINET 1 & 2, PULL PRIMARY & FDR CBL TO SVC SUNSET ISLAND 4

AS-BUILT COPY — Initials / Crft. Date
AS-BUILT CREW PRINT — Foreman's Signature / Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
Supervisor's Signature / Date
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.
Foreman's Signature / Date

Easement? YES ☐ NO ☒
Tree Work? YES ☐ NO ☒
Map Posting? YES ☒ NO ☐
Posted by

Survey/Stake? YES ☒ NO ☐
Designer/Stake? YES ☐ NO ☐
Work with SMO? YES ☐ NO ☐
CT/Special Mtr? YES ☐ NO ☐

Trench Feet
Duct Bank Feet

PERMITS					
CITY X	DR. DIST.	COUNTY AIR	STATE RD	FAA	
WMD	RR XING	COUNTY RD.	TRANSM.		

Telephone Request? YES ☒ NO ☐ CATV Request? YES ☒ NO ☐

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEEHARINE/M.R.
DATE	04/20/12
MAP NO.	V-0255

0 10 20 40 FEET

W/A: CD
62E-OH/UG CONVERSION
SUNSET ISLAND 4
V/O SUNSET DR & 21 ST
MIAMI BEACH, FL

DWG NO. 6024-6-3
WR# 3085439 PWR D030-85-439

TWP: 53 RNG: 42 SEC: 28 QTR: 3

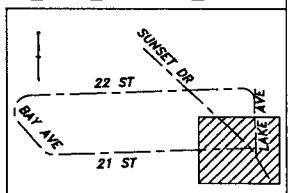
PLOT DATE: 7/25/2016 PLOT TIME: 10:34:19 AM CAD NAME: BMB

965

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL

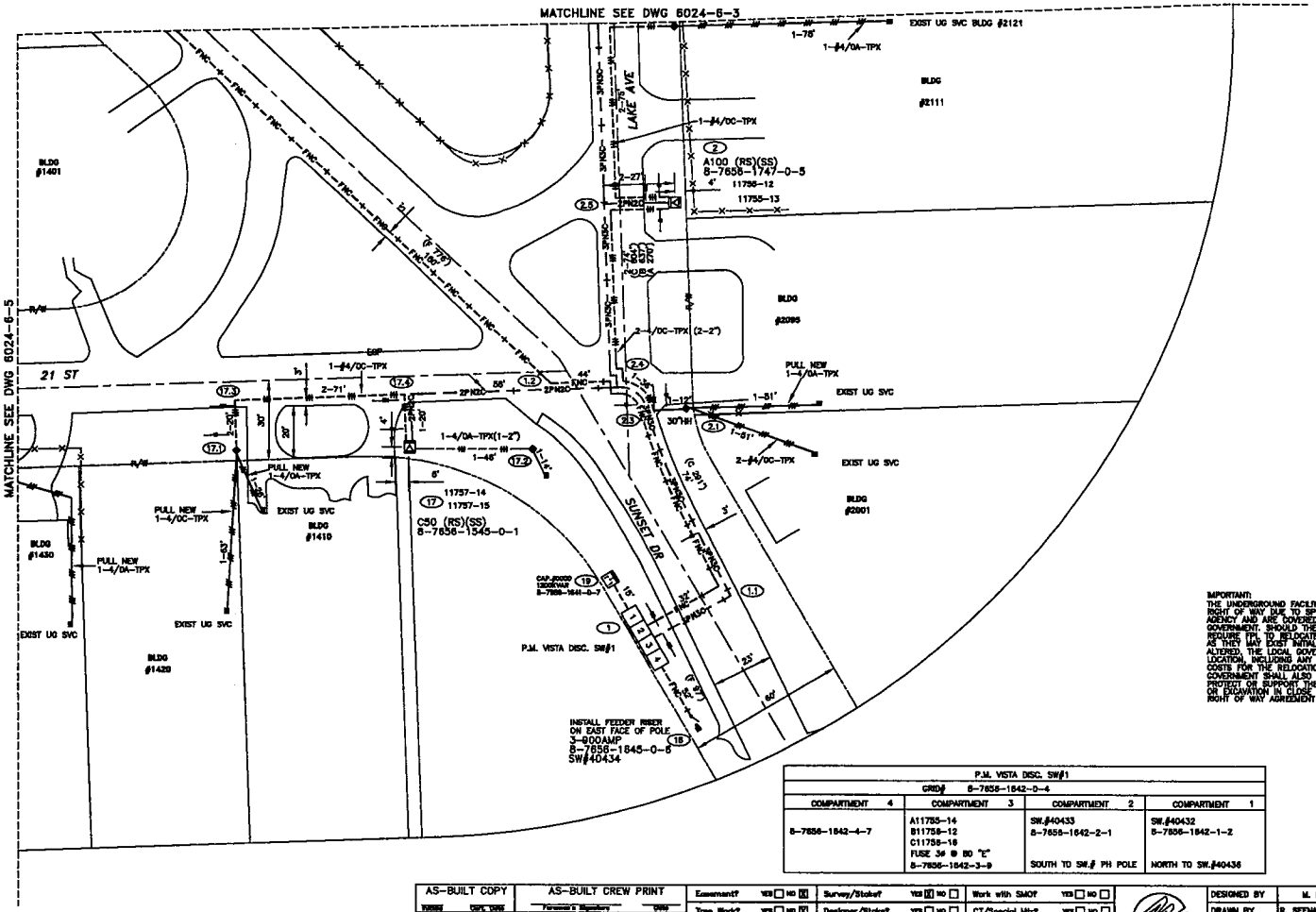
REFERENCE DWG's

6024-6-3
6024-6-5
6024-9-2(SCH)



LOCATION SKETCH
N.T.S.

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.



Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

CONSTRUCTION NOTES – WR# 3085439

REQUIRED DRAWINGS
6024-6-1
6024-6-2
6024-6-3
6024-6-4
6024-6-5
6024-6-6
6024-6-8
JS3085439-1 (NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

N

ATTENTION
ROW AGREEMENT

IMPORTANT:
THE UNDERGROUND FACILITIES AND ASSOCIATED EQUIPMENT ARE IN THE RIGHT OF WAY DUE TO SPECIAL REQUEST BY THE LOCAL GOVERNMENT AGENCY AND ARE COVERED BY SPECIAL AGREEMENT WITH THE LOCAL GOVERNMENT. SHOULD THE LOCAL GOVERNMENT OR OTHER RIGHT OF WAY REQUIRE FPL TO RELOCATE, ADJUST OR REARRANGE ANY OF THESE FACILITIES AS THEY MAY EXIST INITIALLY OR LATER BE MODIFIED, UPGRADED, OR OTHERWISE ALTERED, THE LOCAL GOVERNMENT SHALL PROVIDE FPL WITH A SUBSTITUTE LOCATION, INCLUDING ANY EASEMENTS THAT MAY BE NECESSARY, AND PAY ANY COSTS FOR THE RELOCATION, ADJUSTMENT, OR REARRANGEMENT; THE LOCAL GOVERNMENT SHALL ALSO REIMBURSE FPL FOR ANY COSTS TO LOCATE, EXPOSE, PROTECT OR SUPPORT THE FACILITIES, IN THE EVENT OF FUTURE CONSTRUCTION OR EXCAVATION IN CLOSE PROXIMITY TO THE FACILITIES. REQUEST A COPY OF THE RIGHT OF WAY AGREEMENT FROM DOC FILES/GO FOR FURTHER DETAILS.

P.M. VISTA DISC. SW#1			
GRID# 8-7656-1842-0-4			
COMPARTMENT 4	COMPARTMENT 3	COMPARTMENT 2	COMPARTMENT 1
8-7656-1842-4-7	A11755-14 B11756-12 C11755-18 FUSE 3# @ 80 "E" 8-7656-1842-3-9	SW.#40433 8-7656-1842-2-1 SOUTH TO SW.# PH POLE	SW.#40432 8-7656-1842-1-2 NORTH TO SW.#40436

TEMP: 34 RNG: 42 SEC: 28 QTR: D

ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085439	0	04/20/12	OH TO UG CONVERSION INSTALL VISTA CABINET 1 & 2, PULL PRIMARY & FDR CBL TO SVC SUNSET ISLAND 4

AS-BUILT COPY — AS-BUILT CREW PRINT
Foreman's Signature
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
Supervisor's Signature
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.
Foreman's Signature

Easement?	YES ☐ NO ☒	Survey/Staked?	YES ☒ NO ☐
Tree Work?	YES ☐ NO ☒	Designer/Staked?	YES ☐ NO ☐
Map Posting?	YES ☒ NO ☐	Trench Feet	
Posted by		Telephone Request?	YES ☒ NO ☐

Work with SMO?	YES ☐ NO ☐			
CT/Special Mtr?	YES ☐ NO ☐			
Duct Bank Feet				
CITY X	DR. DIST.	COUNTY AIR	STATE RD	FAA
WMD	RR XING	COUNTY RD.	TRANSM.	
CATV Request?	YES ☒ NO ☐			

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEENARINE/M.R.
DATE	04/20/12
MAP NO.	V-0255

0 10 20 40 FEET

M/A: CD
62E-OH/UG CONVERSION
SUNSET ISLAND 4
V/O SUNSET DR & 21 ST
MIAMI BEACH, FL

DWG NO. 6024-6-4
WR: 3085439 IWR: D030-85-439

PLOT DATE: 7/29/2015 PLOT TIME: 7:16:32 AM CAD NAME: MXR

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

ATTENTION

ROW AGREEMENT

IMPORTANT:
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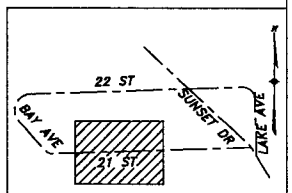
CONSTRUCTION NOTES - WR# 3085439

REQUIRED DRAWINGS
6024-6-1
6024-6-2
6024-6-3
6024-6-4
6024-6-5
6024-6-6
JS3085439-1 (NOTES)

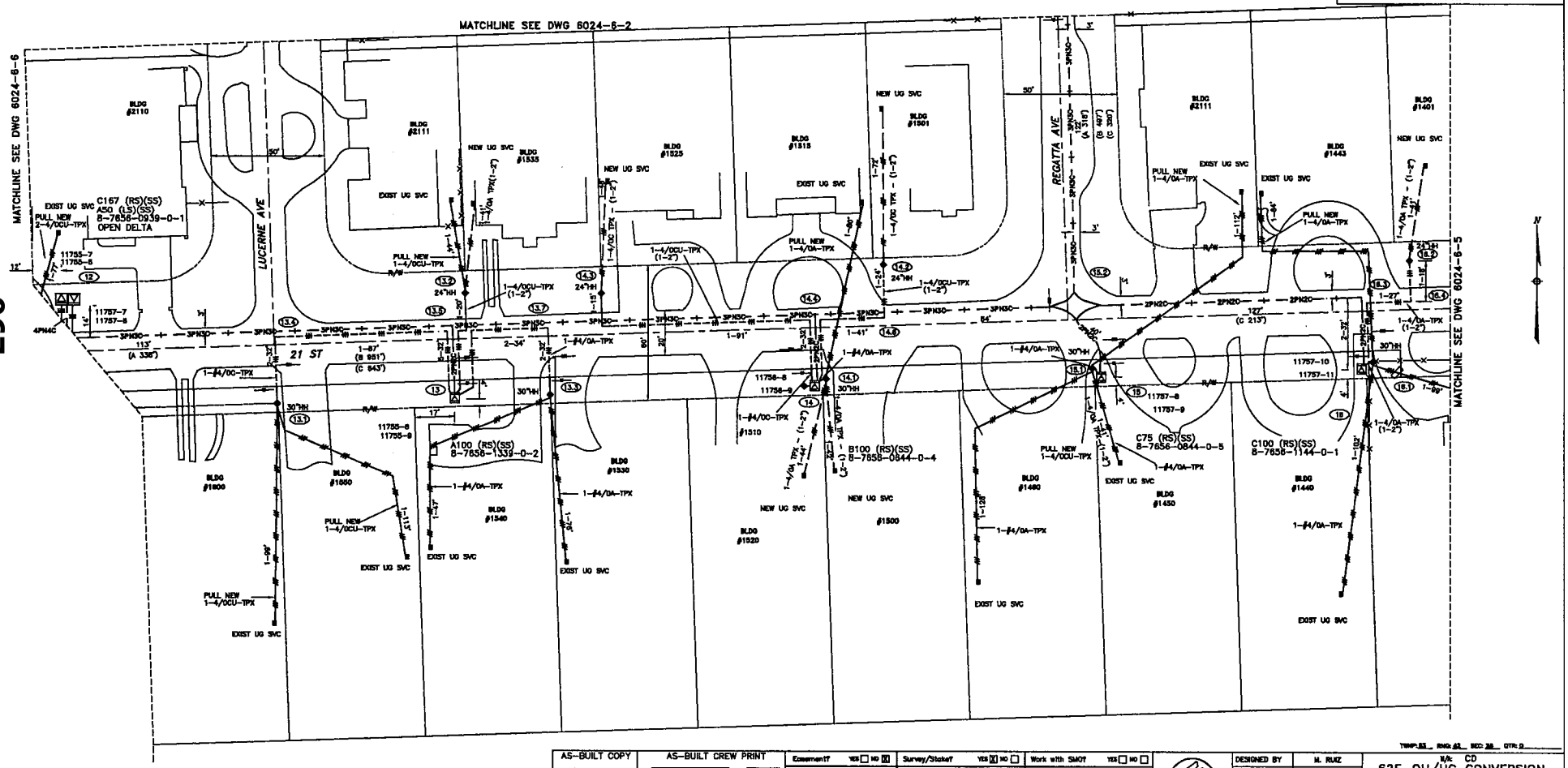
UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

REFERENCE DWG's

6024-6-2
6024-6-4
6024-6-6
6024-9-1
6024-9-2



LOCATION SKETCH
N.T.S.



AS-BUILT COPY	AS-BUILT CREW PRINT
WORK COMPL DATE	Foreman's Signature / Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Superintendent's Signature / Date	
As required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.	
Foreman's Signature / Date	

Easement? YES ☐ NO ☒	Survey/Stake? YES ☒ NO ☐	Work with SMO? YES ☐ NO ☐	
Tree Work? YES ☐ NO ☒	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐	
Map Posting? YES ☒ NO ☐	Trench Feet	Duct Bank Feet	
Posted by	POWERED BY: CITY X, WMD; DR. DIST.; RR XING; COUNTY AIR; COUNTY RD.; STATE RD; TRANSM.; FAA		
	Telephone Request? YES ☒ NO ☐	CATV Request? YES ☒ NO ☐	

DESIGNED BY	M. RUIZ
DRAWN BY	R. SEEMARINE/M.R.
DATE	04/20/12
MAP NO.	V-0255

0 10 20 40 FEET

W/O: CD
62E-OH/UG CONVERSION
SUNSET ISLAND 4
V/O SUNSET DR & 21 ST
MIAMI BEACH, FL

DWG NO. 6024-6-5
WR# 3085439 TWR# D030-85-439

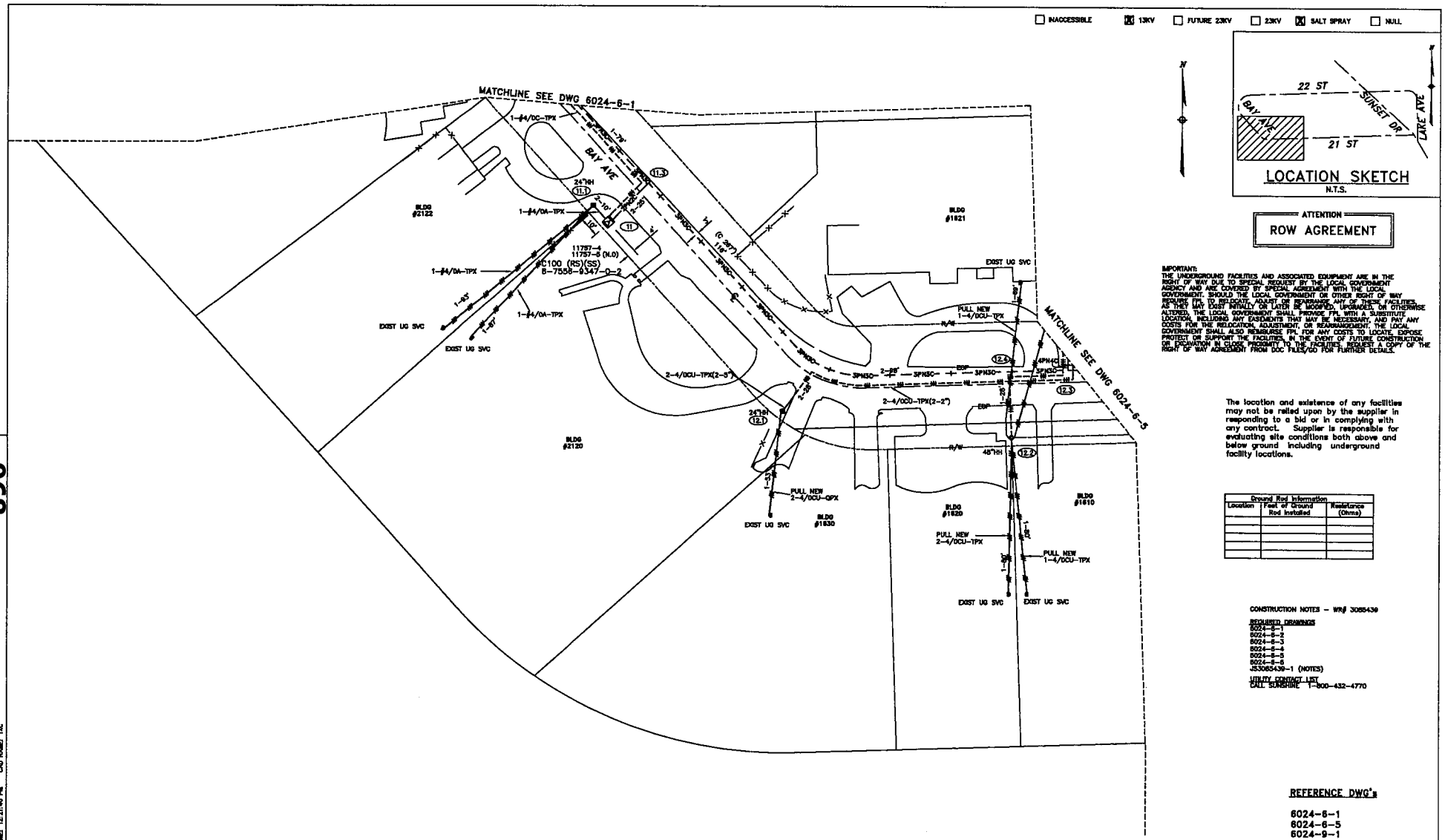
TWP: 53 RNG: 42 SEC: 28 QTR: D

AS-BUILT	AUTH NO.	NO.	DATE	REVISION
	3085439	0	04/20/12	OH TO UG CONVERSION INSTALL VISTA CABINET 1 & 2, PULL PRIMARY & FDR DBL TO SVC SUNSET ISLAND 4

PLOT DATE: 8/12/2015 PLOT TIME: 12:20:28 PM CAD NAME: TXC

967

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL



LOCATION SKETCH
N.T.S.

ATTENTION
ROW AGREEMENT

IMPORTANT:
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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

CONSTRUCTION NOTES – WR# 3085439

REQUIRED DRAWINGS
6024-6-1
6024-6-2
6024-6-3
6024-6-4
6024-6-5
6024-6-6
JS3085439-1 (NOTES)

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

REFERENCE DWG's

6024-6-1
6024-6-5
6024-9-1

TWP: 53 RNG: 42 SEC: 28 QTR: D

ASBUILT	AUTH NO.	NO.	DATE	REVISION
	3085439	0	04/20/12	OH TO UG CONVERSION INSTALL VISTA CABINET 1 & 2, PULL PRIMARY & FDR CBL TO SVC SUNSET ISLAND 4

AS-BUILT COPY — AS-BUILT CREW PRINT
Foreman's Signature — Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
Supervisor's Signature — Date
All required ground rods have been driven & verified to be within FPL Standards. Values are shown at all locations.
Foreman's Signature — Date

Easement? YES ☐ NO ☒
Tree Work? YES ☐ NO ☒
Map Posting? YES ☒ NO ☐
Posted by

Survey/Stake? YES ☒ NO ☐
Designer/Stake? YES ☐ NO ☐
Trench Feet
Dust Bank Feet
PERMITS: CITY X | DR. DIST. | COUNTY AIR | STATE RD | FAA | WMD | RR XING | COUNTY RD. | TRANSM.
Telephone Request? YES ☒ NO ☐

Work with SMO? YES ☐ NO ☐
CT/Special Mtr? YES ☐ NO ☐
CATV Request? YES ☒ NO ☐

FPL

DESIGNED BY	M. RUIZ
DRAWN BY	R. SECHARINE/M.R.
DATE	04/20/12
MAP NO.	V-0255

0 10 20 40 FEET

W/O CD
62E-OH/UG CONVERSION
SUNSET ISLAND 4
V/O SUNSET DR & 21 ST
MIAMI BEACH, FL

DWG NO. 6024-6-6
WR: 3085439 IWR: D030-85-439

PLOT DATE: 6/12/2015 PLOT TIME: 12:21:40 PM CAD NAME: TXC

INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES FOR THE CONVERSION OF OVERHEAD ELECTRIC DISTRIBUTION FACILITIES

SECTION 12.1 DEFINITIONS

APPLICANT - Any person, corporation, or entity capable of complying with the requirements of this tariff that has made a written request for underground electric distribution facilities in accordance with this tariff.

CONVERSION - Any installation of underground electric distribution facilities where the underground facilities will be substituted for existing overhead electric distribution facilities, including relocations.

CONTRIBUTION-IN-AID-OF-CONSTRUCTION (CIAC) – The CIAC to be paid by an Applicant under this tariff section shall be the result of the following formula:

CIAC =

1) The estimated cost to install the requested underground facilities;
+ 2) The estimated cost to remove the existing overhead facilities;
+ 3) The net book value of the existing overhead facilities;
- 4) The estimated cost that would be incurred to install new overhead facilities, in lieu of underground, to replace the existing overhead facilities (the "Hypothetical Overhead Facilities");
- 5) The estimated salvage value of the existing overhead facilities to be removed;
+ 6) The 30-year net present value of the estimated non-storm underground v. overhead operational costs differential,
- 7) The 30-year net present value of the estimated average Avoided Storm Restoration Costs ("ASRC") calculated as a percentage of the sum of lines 1) through 6). Simplified eligibility criteria for each ASRC Tier are summarized below. Applicants must enter into an Underground Facilities Conversion Agreement with the Company which provides full details on terms, conditions and compliance requirements.

Tier	Percentage	Pole-Line Miles	Customer Conversions	Completion
1 *	25%	3 or more	100%	3 phases
2	10%	1 to <3	100%	3 phases
3	5%	< 1	n/a	n/a

* The GAF Waiver will apply in lieu of Tier 1 ASRC for eligible conversions by Local Government Applicants.

GAF Waiver

For Applicants entering into an Underground Facilities Conversion Agreement – Governmental Adjustment Factor Waiver with the Company, the otherwise applicable CIAC amount, as calculated above, shall be reduced by the GAF Waiver. The amount of the GAF Waiver shall be calculated as follows:

GAF Waiver =

25% x the otherwise applicable CIAC;
+ 75% x the ASRC (avoids double-counting the ASRC embedded in the otherwise applicable CIAC.)

If the Applicant elects to construct and install all or part of the underground facilities, then for purposes of calculating the ASRC or the GAF Waiver amount only, the otherwise applicable CIAC shall be adjusted to add FPL's estimated cost for the Applicant-performed work. In addition, the Direct Engineering, Supervision, and Support (DESS) costs associated with this Applicant-performed work will be reduced by 20% from the amount that would have applied if FPL performed this work.

DISTRIBUTION SYSTEM - Electric service facilities consisting of primary and secondary conductors, service drops, service laterals, conduits, transformers and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

SERVICE FACILITIES - The entire length of conductors between the distribution source, including any conduit and or risers at a pole or other structure or from transformers, from which only one point of service will result, and the first point of connection to the service entrance conductors at a weatherhead, in a terminal, or meter box outside the building wall; the terminal or meter box; and the meter.

(Continued on Sheet No. 6.301)

(Continued from Sheet No. 6.300)

SECTION 12.2 GENERAL

12.2.1 Application

This tariff section applies to all requests for underground electric distribution facilities where the facilities requested will be substituted for existing overhead electric distribution facilities. Any person, corporation, or entity capable of complying with the requirements of this tariff may submit a request as follows. Requests shall be in writing and must specify in detail the overhead electric distribution facilities to be converted or the area to be served by underground electric distribution facilities in lieu of presently existing overhead electric distribution facilities serving said area. Upon receipt of a written request, FPL will determine the feasibility of converting the existing facilities, any necessary revisions to this written request, and the non-refundable deposit amount necessary to secure a binding cost estimate and notify the applicant of said amount.

12.2.2 Contribution-in-Aid-Of-Construction (CIAC)

Upon the payment of a non-refundable deposit by an Applicant, FPL shall prepare a binding cost estimate specifying the contribution in aid of construction (CIAC) required for the installation of the requested underground distribution facilities, where the installation of such facilities is feasible, and provide said estimate to the Applicant upon completion of the estimate along with either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver. The CIAC amount to be collected pursuant to a binding cost estimate from an Applicant shall not be increased by more than 10 percent of the binding cost estimate to account for actual costs incurred in excess of the binding cost estimate. However, the CIAC may be subject to increase or refund if the project scope is enlarged or reduced at the request of the Applicant, or the CIAC is found to have a material error prior to the commencement of construction. The binding cost estimate provided to an Applicant shall be considered expired if the Applicant does not enter into either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver and pay the CIAC amount specified for the installation of the requested underground electric distribution facilities within 180 days of delivery of the binding cost estimate to the Applicant by FPL.

(Continued on Sheet No. 6.310)

(Continued from Sheet No. 6.301)

12.2.3 Non-Refundable Deposits

The non-refundable deposit for a binding cost estimate for conversion to a direct buried cable in conduit underground electric distribution system shall be determined by multiplying the number of pole line feet of existing overhead electric distribution facilities to be converted by $1.20. The deposit must be paid to FPL to initiate the estimating process. The deposit will not be refundable, however, it will be applied in the calculation of the CIAC required for the installation of underground distribution facilities. The deposit and the preparation of a binding cost estimate are a prerequisite to the execution of either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver. If the request for underground electric distribution facilities involves the conversion of less than 250 pole line feet of existing overhead facilities, then no deposit will be required for a binding cost estimate, provided, however, that all other requirements of this tariff shall still apply.

12.2.4 Non-Binding Cost Estimates

Any person, corporation, or entity may request a non-binding cost estimate free of charge. The non-binding cost estimate shall be an order of magnitude estimate to assist the requestor in determining whether to go forward with a binding cost estimate. Neither an Underground Facilities Conversion Agreement nor an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver may be executed on the basis of a non-binding cost estimate.

12.2.5 Underground Facilities Conversion Agreement

Any Applicant seeking the installation of underground distribution facilities pursuant to a written request hereunder shall execute either the Underground Facilities Conversion Agreement set forth in this tariff at Sheet No. 9.720 or, if applicable, the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver set forth in this tariff at Sheet No. 9.725. The applicable Agreement must be executed and the CIAC paid by the Applicant within 180 days of the delivery of the binding cost estimate to the Applicant. Failure to execute the applicable Agreement and pay the CIAC specified in the Agreement within the 180 day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. Any subsequent request for underground facilities will require the payment of a new deposit and the presentation of a new binding cost estimate. For good cause FPL may extend the 180 day time limit. Upon execution of either the Underground Facilities Conversion Agreement or the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver, payment in full of the CIAC specified in the binding cost estimate, and compliance with the requirements of this tariff, FPL shall proceed to convert the facilities identified in a timely manner. However, new service extensions, maintenance and reliability projects, and service restorations shall take precedence over facilities conversions.

12.2.6 Simultaneous Conversion of Other Pole Licensees

Before the initiation of any project to provide underground electric distribution facilities pursuant to either an Underground Facilities Conversion Agreement or an the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver the Applicant shall have executed agreements with all affected pole licensees (e.g. telephone, cable TV, etc.) for the simultaneous conversion of those pole licensees' facilities and provide FPL with an executed copy of the Agreement(s). Such agreements shall specifically acknowledge that the affected pole licensees will coordinate their conversion with FPL and other licensees in a timely manner so as to not create unnecessary delays. Failure to present FPL with executed copies of any necessary agreements with affected pole licensees within 180 days after delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Underground Facilities Conversion Agreement or Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver entered into between the Applicant and FPL.

12.2.7 Easements

Before the initiation of any project to provide underground electric distribution facilities pursuant to either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver, the Applicant shall provide FPL, at no cost to FPL, all easements, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, specified as necessary by FPL to accommodate the requested underground facilities along with an opinion of title that the easements are valid. Failure to provide the easements in the manner set forth above within 180 days after the delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Underground Facilities Conversion Agreement or Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver entered into between the Applicant and FPL.

(Continued on Sheet No. 6.320)

(Continued from Sheet No. 6.310)

12.2.8 Affected Customer Services

The Applicant shall be responsible for the costs associated with any modifications to the service facilities of customers affected by the conversion of FPL distribution facilities which are made necessary as a result of the conversion. The Applicant shall be responsible for arranging the conversion of affected residential overhead customer service facilities by providing, at no cost to FPL:

a) any necessary rearranging of the customer's existing electric service entrance facilities to accommodate an underground service lateral through the use of a licensed electrical contractor, in accordance with all local ordinances, codes, and FPL specifications; and

b) a suitable trench, install FPL provided conduit according to FPL specifications to a point designated by FPL, and perform the backfilling and any landscape, pavement or other similar repairs

FPL shall be responsible for the installation of the service lateral cable, the cost of which shall be included in the Applicant's binding cost estimate. In the event a customer does not allow the Applicant to convert the customer's affected overhead services, or the Applicant fails to comply with the above requirements in a timely manner consistent with FPL's conversion construction schedule, then the Applicant shall pay FPL, in addition to the CIAC specified in the binding cost estimate, the costs associated with maintaining service to said customer through an overhead service drop. The cost for maintaining an overhead service drop from an underground system shall be:

a) the sum of $789 for residential dwellings containing less than five individual units; or,

b) the estimated cost to maintain service for residential dwellings containing five or more individual units.

For existing residential underground service laterals affected by a conversion the Applicant shall be responsible for the trenching, backfilling and any landscape, pavement or other similar repairs and installation of FPL provided conduit, according to FPL specifications, necessary to bring existing underground service laterals of affected customers to an FPL designated handhole or transformer. FPL will install the necessary cable, the cost of which shall be included in the binding cost estimate. However, in the event that a customer owned service lateral fails on connection to the underground distribution system the customer will be responsible for the replacement of their service lateral or compliance with section 10.5 of FPL's tariff.

The Applicant's responsibilities for modifications to the service facilities of non-residential customers affected by the conversion of FPL distribution facilities which are made necessary as a result of the conversion will be specified in an attachment to any Underground Facilities Conversion Agreement or Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver.

12.2.9 Other Terms and Conditions

Through the execution of either the Underground Facilities Conversion Agreement set forth in this tariff at Sheet No. 9.720 or the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver set forth in this tariff at Sheet No. 9.725 the Applicant agrees to the following:

a) The Applicant shall be responsible for all restoration of, repair of, or compensation for, property affected, damaged, or destroyed, to accommodate the installation of underground distribution facilities and the removal of FPL's overhead distribution facilities;

b) subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the Applicant shall indemnify FPL from any claim, suit, or other proceeding, which seeks the restoration of, or repair of, or compensation for, property affected, damaged, or destroyed, to remove existing facilities or to accommodate the installation of underground distribution facilities arising from or brought as a result of the installation of underground distribution facilities;

c) the Applicant shall clear easements provided to FPL of trees, tree stumps and other obstructions that conflict with construction or installation of underground distribution facilities in a timely manner consistent with FPL's construction schedule.

(Continued on Sheet No. 6.330)

(Continued from Sheet No. 6.320)

12.2.10 Type of System Provided
An underground distribution system will be provided in accordance with FPL's current design and construction standards.

12.2.11 Design and Ownership
FPL will design, install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. The Applicant may, subject to a contractual agreement with FPL, construct and install all or a portion of the underground distribution facilities provided that:

a) such work meets FPL's construction standards;

b) FPL will own and maintain the completed distribution facilities;

c) the construction and installation of underground distribution facilities by the Applicant is not expected to cause the general body of ratepayers to incur greater costs;

d) the Applicant agrees to pay FPL's current applicable hourly rate for engineering personnel for all time spent for (i) reviewing and inspecting the Applicant's work done, and (ii) developing any separate cost estimate(s) that are either requested by the Applicant to reflect only FPL's portion of the work or are required by FPL to reflect both the Applicant's and FPL's portions of the work for the purpose of a GAF Waiver calculation pursuant to an Underground Facilities Conversion Agreement – Governmental Adjustment Factor Waiver; and

e) the Applicant agrees to rectify any deficiencies found by FPL prior to the connection of any Customers to the underground electric distribution system and the removal of the overhead electric distribution facilities.

12.2.12 Relocation
Where underground electric facilities are requested as part of, or for the purpose of, relocation, the requirements of this tariff shall apply. As applicable, the Underground Facilities Conversion Agreement or the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver shall be executed as an addendum to the relocation agreement between FPL and the Applicant. In the event of any conflict between the relocation agreement and this tariff, the tariff shall control. Furthermore, where the regulations of the Federal or State Department of Transportation (DOT) prevent pre-payment of deposits and other conversion costs, the Federal or State DOT may pay the CIAC after the work has been performed.

Work Request No. _____

Sec.__, Twp __ S, Rge __ E

Parcel I.D._____
(Maintained by County Appraiser)

UNDERGROUND EASEMENT (BUSINESS)

This Instrument Prepared By
Name: _____
Co. Name: _____
Address: _____
_____

Reserved for Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

_____
(Witness' Signature)

Print Name: _____
(Witness)

_____
(Witness' Signature)

Print Name: _____
(Witness)

Entity Name

By: _____

Print Name: _____

Print Address: _____

_____

STATE OF _____ AND COUNTY OF _____. The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the _____ of _____ a _____, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:

_____
Notary Public, Signature

Print Name _____

SPECIAL CONSTRUCTION CONTRACT
For the Relocation of Underground Facilities for
Infrastructure Upgrade on Sunset Islands 3 and 4

This Agreement ("Agreement") is entered into by and between the **CITY OF MIAMI BEACH** (hereinafter the **"CITY")** and **ATLANTIC BROADBAND (MIAMI) LLC** a Delaware limited liability company with a place of business at 1681 Kennedy Causeway, North Bay Village, FL 33141 **("ABB")**. ABB and CITY are collectively referred to as the "Parties" or individually as a "Party."

1. **Scope and Payment.** This Agreement is for the Special Construction Work described in **Exhibit A**, attached hereto and incorporated herein by reference ("Special Construction Work"). **Exhibit A** includes conditions precedent to ABB commencing the Special Construction Work. As a condition for the Special Construction Work, CITY agrees to pay ABB its actual costs for the work, as estimated and set forth in **Exhibit A-2**. CITY shall pay to ABB the estimated cost of **$$82,626.00** as set forth **in Exhibit A-2,** which ABB actual costs may be higher or lower ("Estimated Special Construction Work Charges"). Such Estimated Special Construction Work Charges shall be payable by the CITY to ABB immediately upon full execution of this Agreement but in no event later than the commencement of work by ABB under this Agreement. Payment in full of the amount above is required before the Special Construction Work will begin. The Estimated Special Construction Work Charges are subject to adjustment, up or down, to reflect the difference between the Estimated Special Construction Work Charges and actual costs, which ABB shall specify in its final invoice to CITY. All payments under this Section 1 may be made in person or by mail to Atlantic Broadband (Miami) LLC, 1681 Kennedy Causeway, North Bay Village, FL 33141, Attention: Special Construction Accounts Payable.

2. **Cost Estimate.** The Estimated Special Construction Work Charges amount is valid until February 28, 2016. If this Agreement is not fully executed within that time, then ABB may require the CITY to request a new cost estimate, and the Estimated Special Construction Work Charge may change.

3. **Changes in Scope of Work or Field Conditions.** If the CITY initiates changes in the scope of work after the date of the Agreement or there exists a condition in the field or other relevant circumstances discovered after the date of this Agreement that is materially different from the conditions or circumstances that were assumed in preparing the Estimated Special Construction Work Charges, ABB may require the CITY to request a new cost estimate, the Estimated Special Construction Work Charges amount may change and the Parties will cooperate to sign an amendment to this Agreement incorporating any relevant changes to the Estimated Special Construction Work Charges or scope of Work.

4. **Breach; Termination.** If either Party breaches any material provision in this

Agreement, then the other Party may terminate this Agreement by written notice to the breaching Party; provided that, prior to any such notice of termination, the other Party provides written notice of the breach to the breaching Party, and the breaching Party fails to cure the breach within thirty (30) calendar days from receipt if the notice of the breach. The time to cure shall be extended for a reasonable time to allow for cure if the breach cannot be cured within thirty (30) calendar days and if the breaching Party continues expeditiously to cure.

5. **Early Termination.** In the event of termination of this Agreement for any reason in advance of completion of the Special Construction Work, in addition to any other remedies that may be available to ABB, ABB shall have the right to retain any Estimated Special Construction Work Charges previously paid by CITY that compensate ABB for Special Construction Work performed, and ABB may complete any segment of the Special Construction Work then in progress. Following such termination, ABB shall return to the CITY any such portion of such prior payment that is in excess of the amounts that compensate ABB for Special Construction Work performed. If actual costs incurred by ABB for Special Construction Work exceed the prior payments, the CITY shall be responsible to pay any such excess amount within thirty (30) days following receipt of an invoice from ABB.

6. **Force Majeure; Time to Complete.** Any information provided by ABB, its agents or employees that the project will be complete by a certain date or within a certain time period is an estimate and not binding on ABB, its agents and employees. Estimated completion dates, Special Construction Work, and all other obligations of ABB under this Agreement are subject to circumstances outside the reasonable control of ABB, including, but not limited to: acts of God, flood, extreme weather, fire, explosion, natural calamity, terrorism, any moratorium, law, order, regulation, action or inaction of any governmental entity or civil or military authority, power or utility failures, fiber or cable cuts caused by third parties, unavailability of rights-of-way, national emergencies, insurrection, riots, wars, strikes, lock-outs, work stoppages or other labor difficulties, pole hits, or material shortages.

7. **Damages; No Damages for Delay.** In the event of termination of this Agreement for any reason in advance of completion of the Special Construction Work, the CITY shall have no claim or remedy against ABB, except a claim to collect any excess payment amount as set forth in Section 5 or, as applicable, Section 1. Under no circumstances shall ABB be held liable to CITY for any alleged delay in the Special Construction Work.

8. **Limitation of Liability.** Notwithstanding any provision of this Agreement to the contrary, in no event shall either Party be liable to the other Party for any special, incidental, indirect, punitive, reliance or consequential damages, whether foreseeable or not, arising out of or in connection with this Agreement, including, but not limited to, damage or loss of property or equipment, loss of profits or revenue, cost

of capital, cost of replacement services, or claims of customers or any other cause whatsoever, including, without limitation, breach of contract, breach of warranty, negligence or strict liability. Either party's total liability to the other in connection with this Agreement for any and all causes of action and claims, including without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts, shall be limited to the lesser of: (a) proven direct damages or (b) the Estimated Special Construction Work Charges. In no event shall ABB be liable for any damages arising out of the acts or omissions of third parties or any third-party equipment or services not provided by ABB.

9. **Insurance.** ABB shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the CITY against hazards or risks of loss as is standard in the industry. ABB shall require its subcontractors to maintain any and all insurance required by law. Except to the extent required by law, or as otherwise specifically provided by this Agreement, this Agreement does not establish minimum insurance requirements for subcontractors.

10. **Severability.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

11. **Successors and Assigns.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

13. **Effect of Waiver.** No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition or duty.

14. **Nondiscrimination.** During the term of this Agreement, ABB shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and Florida State laws regarding nondiscrimination.

15. **Attorney's Fees and Waiver of Jury Trial.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

16. **Intentionally Omitted.**

17. **Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

If to CITY: _____
_____
_____

If to ABB: Atlantic Broadband
1681 Kennedy Causeway
North Bay Village, FL 33141
Attn: SVP and General Manager

With a Copy to: Atlantic Broadband
2 Batterymarch Park, Suite 205
Quincy, MA 02169
Attn: General Counsel

18. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this agreement shall be proper exclusively in Miami-Dade County, Florida.

19. **Entire Agreement/Modification/Amendment.** This writing contains the entire agreement of the Parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either Party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document. ABB represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by each Party has been duly authorized, and this Agreement is binding on the Parties and enforceable against each Party in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day of the last signature below.

CITY:	**ABB**:
CITY OF MIAMI BEACH	ATLANTIC BROADBAND (MIAMI), LLC
By: _____	By: _____
Print Name: _____	Print Name: David Keefe
Title: _____	Title: SVP and General Manager
Date: _____	Date: _____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

Raul Cesit 11-25-15
City Attorney Date

NK

EXHIBIT A:
SCOPE OF SPECIAL CONSTRUCTION WORK

The Special Construction Work that is the subject of the Agreement to which this Exhibit A is attached is as follows:

The work area is the area within Sunset Islands 3 & 4 of the City of Miami Beach as shown on prints provided to city ("Work Area"). The Special Construction Work is the work within the Work Area as described in **Exhibit A-1** relating to the installation by ABB of underground cable and related above ground equipment (collectively the converted system) to replace ABB aerial facilities, including cables, amplifiers, batteries, terminals, and service drops in the Work Area; cutover of existing communications and broadband services on such aerial facilities to the converted system; and removal of the aerial facilities following cutover, resulting in conversion of the aerial facilities to underground. The work does not include conversion to underground or removal of any facilities, such as poles, anchors and guys or aerial communications facilities owned by third parties. City shall perform any required trenching, provided that all trenching will be 24" deep in the roadway with 36" by 2" deep asphalt restoration per Standard R21.1. Exact location of trench will be determined by existing utilities and others chosen underground route. Boring will vary in method and depth depending on existing utilities. Boring starting and ending locations will be restored in same manner as trenching. Ingress and egress from trench line will be determined by existing power service and electrical code. Above ground apertures varying in size will be employed to house ABB's facilities. All green restoration will be in kind.

In addition to the conditions precedent to ABB commencing the Special Construction Work identified in the Agreement to which this Exhibit A is attached, the following shall be conditions precedent to ABB commencing the work and shall be obligations of the City where specified:

A. **Conduit.** At no cost to ABB, the City shall: (1) install the conduit and related support structures designated as "ABB" (collectively the "ABB Conduit System"). Upon completion of the construction of the ABB Conduit System, the City shall notify ABB. ABB shall promptly thereafter be afforded the opportunity to inspect the ABB Conduit System and shall notify the City in writing of approval or of any observed deficiencies (in which case the above process shall again apply). Upon correction by the City or its contractors of all noticed deficiencies, the City shall notify ABB and ABB shall be afforded the opportunity to re-inspect and notify the City of approval or any further observed deficiencies (in which case the above process shall again apply). After approval, the City shall transfer ownership of the ABB Conduit System free of any liens or encumbrances, and ABB shall thereafter own and have sole use of the ABB Conduit System. In the event that any deficiencies are later discovered, in the ABB Conduit System (namely, deficiencies that occurred in connection with the construction and installation), the City shall be the responsible party to correct or arrange for correction by appropriate contractor(s) of the deficiencies during the warranty period promptly

following notice from ABB. Such warranty period shall extend for 1 year from the date of transfer of ownership of the ABB Conduit System to ABB. Transfer of ownership to ABB shall be memorialized by the City's delivery to ABB of a Bill of Sale in the form attached ad **Exhibit A-2.**

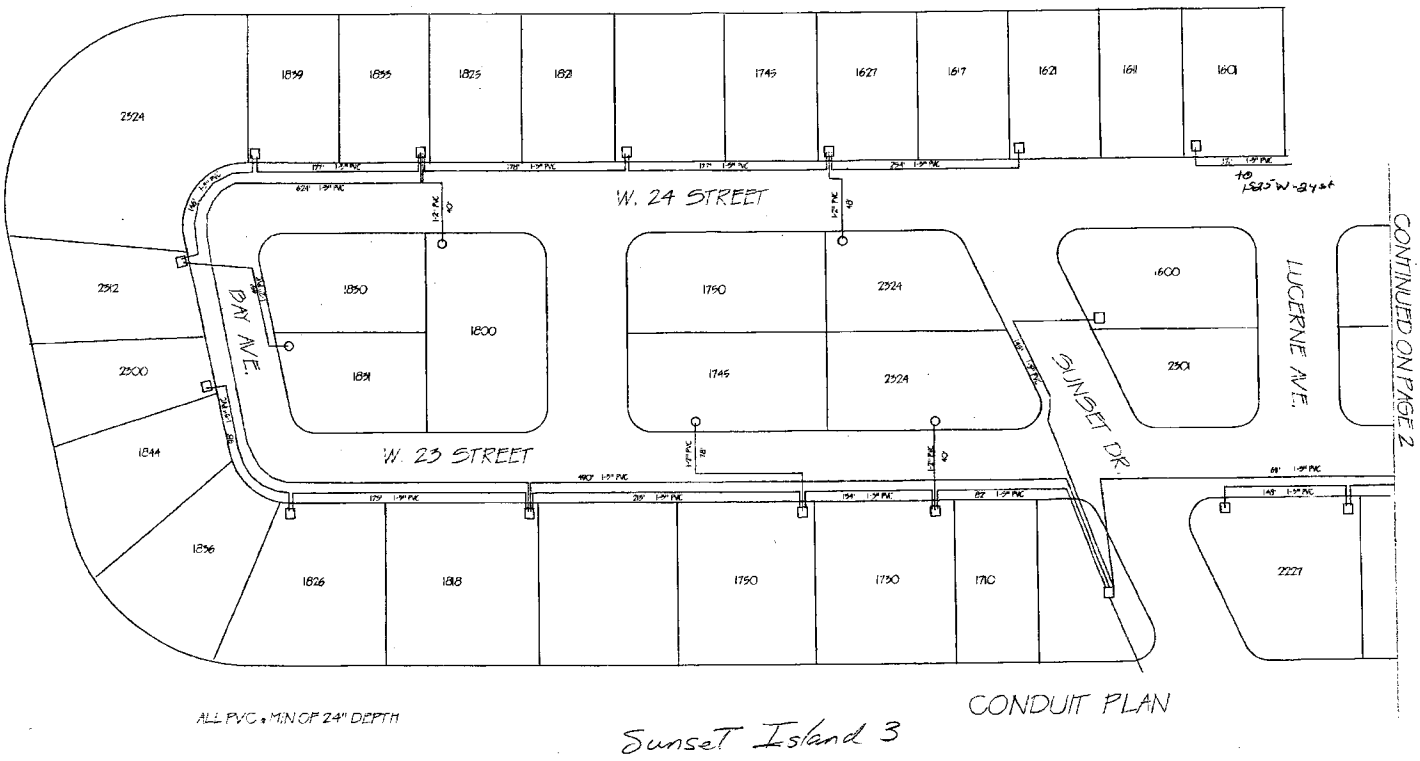
B. **Aboveground Terminals and Cabinets; Permits**. At no cost to ABB, the City shall grant to ABB any necessary permits for the installation by ABB in City right-of-way, of its aboveground equipment in the locations shown of the Conduit Plans (or such alternate locations as may be necessary in the event of later changes to installation locations due to field conditions or other circumstances). If the City does not grant separate permits, this Agreement shall constitute City authorization for such installation. The City also agrees to the future installation of necessary ABB above-ground equipment required to serve customers from the ABB facilities located in the ABB Conduit System, in the event ABB applies for a right of way permit in the future. Receipt of any necessary permits form the City or other permitting agencies is a condition precedent to the Special Construction Work.

C. **Service Drops**. At no cost to ABB or the City, the property owners of each and all properties within the Work Area (each a "Residence") shall do the following: install one 1" PVC Schedule 40 conduit from each ABB network interface device on each Residence to the right-of-way (as shown on the Conduit Plans) for the relevant Residence. ABB will make the connection from its device in the right-of-way to said conduit stubbed up at Residence side of right-of-way. Each property owner of a Residence shall grant to ABB the exclusive right to use the above conduit on the Residence property for installation of the ABB service drop.

D. **Further Conduit Specifications**. In instances where a joint trench shall be dug for the installation of ABB' s facilities and the power company's facilities, the power company's facilities shall be placed at the bottom of the joint trench. Any conduit referenced in A. above placed for ABB's use (whether in a single or a joint trench) shall be at a minimum of 12" depth below final grade, and any conduit referenced in B. above placed for ABB's use (whether in a single or joint trench) shall be at a minimum of 6" below final grade. For all Conduit referenced in this Exhibit A placed for ABB's use, there shall be at least 12" vertical separation with well tamped soil backfill between ABB' s facilities and primary or secondary power facilities. All conduits must be equipped with a pull string.

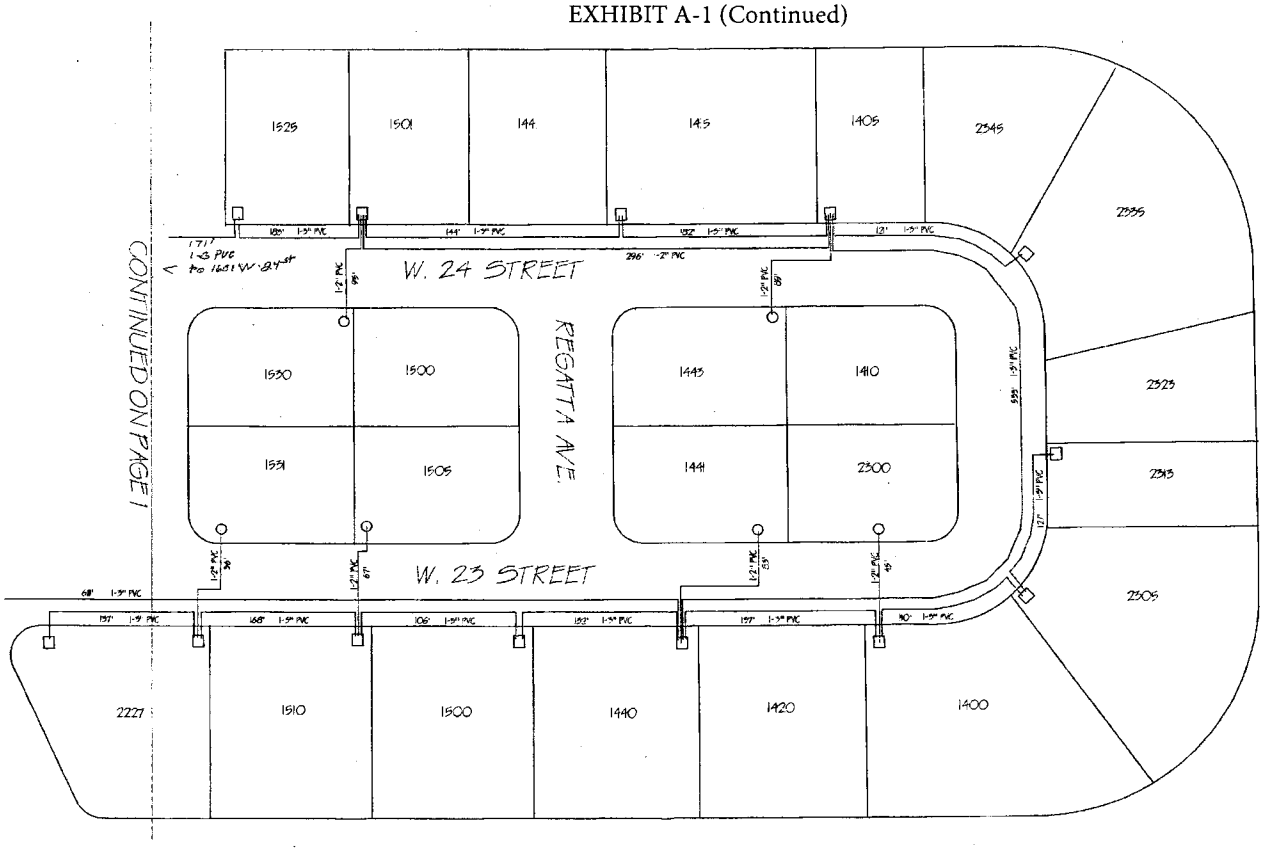
E. **Other**. Removal of power companies' attachments on jointly used poles is necessary and removal of other companies' attachments by standard aerial wreck out protocol may be necessary prior to ABB's removal of its aerial facilities. The City will notify residents of this project and shall notify ABB and residents of the name and contact information for a representative to receive questions or complaints from City residents about the City's project that is the subject of this Agreement. ABB may refer such questions or complaints to City's representatives. In the event that other conditions arise that are reasonably necessary as conditions to the Special Construction Work, ABB will inform City and City will address the conditions.

EXHIBIT A-1


W. 24 STREET
W. 23 STREET
BAY AVE.
SUNSET DR.
LUCERNE AVE.
CONTINUED ON PAGE 2
CONDUIT PLAN
ALL PVC • MIN OF 24" DEPTH
Sunset Island 3

1

EXHIBIT A-1 (Continued)

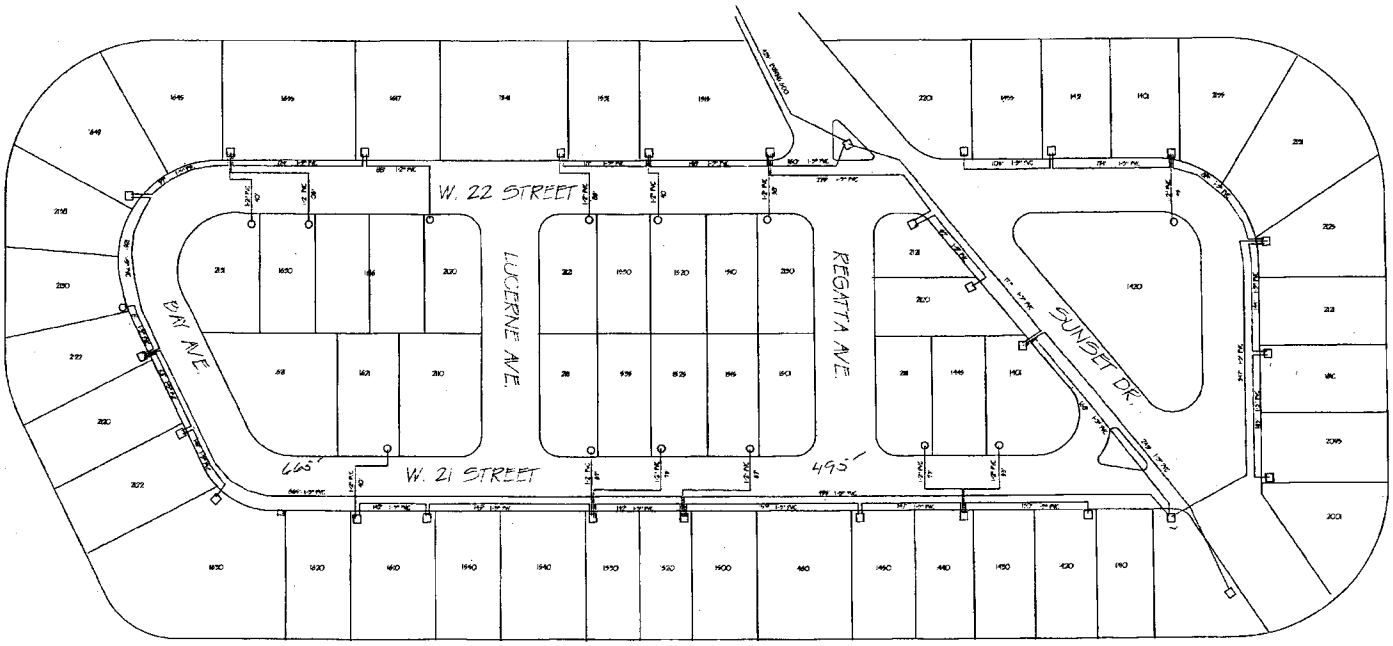


ALL PVC @ MIN OF 24" DEPTH

Sunset Island 3 CONDUIT PLAN

2

EXHIBIT A-1 (Continued)



ALL P/C @ MIN OF 24" DEPTH

CONDUIT PLAN

Sunset Island 4

EXHIBIT A-2:
PLANT RELOCATION
AUTHORIZATION & INVOICE

Date: 9/20/2015 **Project Name: Sunset Islands 3 & 4 Relocation**

Estimated Special Construction Work Charges: $82,626.00

Project Contact: Mina Samadi
To: City of Miami Beach **Contact Number: 305-673-7071**

1700 Convention Center Dr. **Project Address: Sunset Islands 3 & 4**

Miami Beach, FL 33139

Atlantic Broadband (ABB) has received a request from you (or your company) to perform the following work:

> **Relocate the existing CATV overhead facilities on Sunset Islands 3 & 4 to underground facilities provided by others approximately 6400 feet. ABB will relocate our existing overhead facilities underground as reflected in Exhibit A-1.**

Construction will not begin until this signed Agreement and the Estimated Special Construction Work Charges are received by ABB. Please sign this authorization form in the space provided and return it with your advance payment, to the address listed below. In order to insure that your payment is processed correctly and the work is scheduled in a timely manner, it is important that you list the project name listed above on your payment and return this form with your advanced payment to:

Atlantic Broadband
Attn: Construction Manager
1681 Kennedy Causeway
North Bay Village, FL 33141

This quote is only valid until February 28, 2016.

_____
Signature

If you have any questions, please contact the following Atlantic Broadband personal.

Peter Freytag
Plant Manager
Atlantic Broadband
305-861-8069 X 5208

Mario Araya
Director of Technical Operations
Atlantic Broadband
305-861-8069 X 5201

SPECIAL CONSTRUCTION AGREEMENT
For Conversion of Overhead Facilities to Underground

Project #: **6MP06221A**

Customer Name: **City of Miami Beach**

Authority: **A008VZ8**

Customer Number:

AT&T Contact: **Andres Hernandez**
Telephone: **305-222-0932**

Work Site Address: **Sunset Islands 3 & 4**

This Agreement (" Agreement") is entered into by and between BellSouth Telecommunications, LLC d/b/a AT&T Southeast ("AT&T") and City of Miami Beach ("Customer" or "City"). AT&T and Customer hereby agree to the following terms and conditions:

1. **Special Construction Work & Consideration.** This Agreement is for the Special Construction Work described on ***Exhibit 1***, attached hereto and incorporated herein by this reference ("Special Construction Work"). Exhibit 1 includes conditions precedent to AT&T commencing the Special Construction Work ("Conditions Precedent"). As consideration for the Special Construction Work, Customer agrees to pay AT&T for the work on an "actual cost" basis. The Customer affirms that the Estimated Special Construction Work Charges below is an estimate and that the actual costs incurred by AT&T may be higher. Said estimated cost is subject to change due to factors including, but not limited to, changing conditions in the field or changes in cost of labor or materials. Customer agrees to make advance payment of 100% of the estimated cost totalling **$177,056.00** ("Estimated Special Construction Work Charges"), **$8,000.00** of which Customer has previously paid to AT&T, such that **$169,056.00** is due and payable. Customer will pay such amount to AT&T within 30 days following full execution of this Agreement. Payment of such amount in full is required before the Special Construction Work will begin. Payment shall be made by mail to AT&T's offices at AT&T CWO Coordinator, 1876 Data Drive, 5th Floor North, Attention: Susan Rinehart, Hoover, AL 35244, or to such other address as AT&T may designate in writing. Upon completion of the work, AT&T will compute the actual cost of the work ("Special Construction Work Charges"). Any difference between the amount of the advance payment and the Special Construction Work Charges will either be paid by the Customer to AT&T within 30 days of Customer's receipt of an invoice therefor (in the event actual exceeds estimated) or refunded to the Customer by AT&T (in the event actual is less than estimated).

2. **Cost Estimate.** The Estimated Special Construction Work Charges amount is valid for 180 days from November 19th, 2015. If this Agreement is not fully executed within the said period, then AT&T may require the Customer to request a new cost estimate, and the Estimated Special Construction Work Charges amount may change.

3. **Changes in Scope of Work or Field Conditions**. If the Customer initiates changes in the scope of the work after the date of this Agreement or there exists a condition in the field or other relevant circumstance discovered after the date of this Agreement that is different from the conditions or circumstances that were assumed in preparing the Estimated Special Construction Work Charges, AT&T may require the Customer to request a new cost estimate, the Estimated Special Construction Work Charges amount may change, and the parties will cooperate to sign an amendment to this Agreement incorporating any relevant changes to the Estimated Special Construction Work Charges or scope of work.

4. **Breach; Termination**. If either party breaches any material provision in this Agreement, then the other party may terminate this Agreement by written notice to the breaching party; provided that, prior to any such notice of termination, the other party provides written notice of the breach to the breaching party, and the breaching party fails to cure the breach within 30 calendar days from receipt of the notice of the breach. The time to cure shall be extended for a reasonable time to allow for cure if the breach cannot be cured within 30 calendar days and if the breaching party continues expeditiously to cure.

5. **Early Termination.** In event of termination of this Agreement for any reason in advance of completion of the Special Construction Work, in addition to any other remedies that may be available to AT&T, AT&T shall have the right to retain any Estimated Special Construction Work Charges previously paid by the City that compensate AT&T for Special Construction Work performed up to the date of termination, and AT&T may complete any segment of the Special Construction Work then in progress. Following such termination, AT&T shall return to the City any such portion of such prior payment that is in excess of such amounts that compensate for Special Construction Work performed up to the date of termination and/or which was in progress prior to the date of termination. If actual costs incurred by AT&T for Special Construction Work performed up to the date of termination exceed the prior payments, the City shall be responsible to pay any such excess amount within 30 days following receipt of an invoice from AT&T.

6. **Force Majeure; Time to Complete.** Any information provided by AT&T, its agents servants or employees that the project will be complete by a certain date or within certain time period is an estimate and not binding on AT&T, its agents, servants or employees. Estimated completion dates and the Special Construction Work are subject to circumstances, including without limitation, changing conditions in the field, and force majeure conditions, including, without limitation, weather, labor disputes, vendor/contractor disputes, and other conditions or circumstances outside of AT&T's control.

7. **Damages; No Damages for Delay**. In the event of termination of this Agreement for any reason set forth herein in advance of completion of Special Construction Work, the City shall have no claim or remedy against AT&T, except a claim to collect any excess payment amount, as set forth in Section 5. In the event of any claims arising from this Agreement, neither party shall liable for

any consequential, incidental, or indirect damages. Under no circumstances will AT&T be held liable to Customer, Customer's agents, servants, contractors or employees or any alleged delay in the Special Construction Work.

8. Severability. Any provision of this Agreement held by court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

9. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

11. Effect of Waiver. No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition or duty.

12. Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

13. Modification. This Agreement constitutes the entire agreement between the parties and can only be changed in a writing or writings executed by both of the parties. Each of the parties forever waives all right to assert that this Agreement was the result of a mistake in law or fact.

14. Interpretation. The parties agree that this Agreement shall not be interpreted in favor or against either party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.

15. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Florida without regard to Florida conflict of law principles.

16. Attorneys' fees. If either party seeks to enforce it rights under this Agreement through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.

17. Authority. The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.

18. Indemnification and Hold Harmless. Subject to applicable law and without waiver by the Customer of any relevant sovereign immunity rights under Florida law, including without limitation without waiver of any applicable rights or limitations under Section 768.28, Fla. Stat., Customer, Customer's agents, servants, contractors and employees hereby agree to indemnify and hold harmless AT&T and its employees, agents and contractors from and against any and all claims, costs, and expenses, judgments or actions for damage to property or injury or death to persons and/or arising from or relating to the work that is the subject of this Agreement, if and to the extent any such claims are caused by the acts or omissions of the Customer, Customer's agents, servants or employees.

19. Final Agreement. THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. NO MODIFICATION, RESCISSION, WAIVER, RELEASE OR AMENDMENT OF ANY PROVISION OF THIS AGREEMENT SHALL BE MADE, EXCEPT BY A WRITTEN AGREEMENT SIGNED BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set forth below.

City of Miami Beach, Florida

By:_____
Printed Name

By:_____
Authorized Signature

*Title:*_____

*Date:*_____

BellSouth Telecommunications, LLC d/b/a AT&T Southeast

By:_____
Printed Name

By:_____
Authorized Signature

*Title:*_____

*Date:*_____

By signing below, the Association agrees to Exhibit 1, Part C of this Agreement and acknowledges the information in Exhibit 1, Part E of this Agreement.

:

Sunset 3&4 HOA

By:_____

Title:_____

Date:_____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney — Date 11/24/15

NK

EXHIBIT 1

The Special Construction Work that is the subject of the Agreement to which this Exhibit 1 is attached is as follows:

The work area is the area within the City of Miami Beach, as shown on Attachment A ("Work Area"). The Special Construction Work is the following work within the Work Area: Installation by AT&T of underground cable and related aboveground equipment (collectively, the converted system) to replace AT&T aerial facilities, including cables, terminals, service wires, poles, anchors and guys, in the Work Area; cutover of existing communications service on such aerial facilities to converted system; and removal of the aerial facilities and any AT&T-owned poles following cutover, resulting in conversion of the aerial facilities to underground. The work does not include conversion to underground or removal of any facilities, such as poles, owned by parties other than AT&T.

In addition to any conditions precedent to AT&T commencing the Special Construction Work identified in the Agreement to which this Exhibit 1 is attached, the following shall be Conditions Precedent to AT&T commencing the work and shall be obligations of the City and/or **Sunset 3&4 HOA** where specified:

A. **Conduit.** At no cost to AT&T, the City will furnish and shall (1) install the 4" and 2" Schedule 40 conduit, handholes and pullboxes as shown on plans drawings 1 thru 4 dated 8-26-2015 ("Conduit Plans") (2) Install the Service Conduit identified in C below, and (3) Transfer ownership to AT&T of the conduit, handholes and pullboxes referenced in (1) above (collectively, "AT&T Conduit System"), as described below. Upon completion of construction of the AT&T Conduit System, the City shall notify AT&T. AT&T shall within 14 days from date of said notice inspect the AT&T Conduit System and shall notify the City in writing of any observed deficiencies. Upon correction by the City or its contractor(s) of all noticed deficiencies, the City shall notify the AT&T, and the AT&T shall be afforded an opportunity to re-inspect and notify the City of approval or any further observed deficiencies (in which case the above process shall again apply). After approval, the City shall transfer ownership of the AT&T Conduit System free of any liens or encumbrances, and AT&T shall thereafter own and have sole use of the AT&T Conduit System. In the event that any deficiencies are later discovered in the AT&T Conduit System (namely, deficiencies that occurred in connection with the construction and installation), the City shall be the responsible party at the City's cost to correct or arrange for correction by appropriate contractor(s) of the deficiencies during the warranty period promptly following notice from AT&T. Such warranty period will extend for one (1) year from the date of transfer of ownership of the AT&T Conduit System. Transfer of ownership to AT&T shall be memorialized by the City's delivery to AT&T of a Bill of Sale in the form attached as Attachment B.

B. **Permits.** At no cost to AT&T, the City shall grant to AT&T any necessary permits for the installation by AT&T in City right-of-way of the following: any portions of the AT&T Conduit System within such right-of-way as well as AT&T pedestal terminals and cabinets to be installed at necessary locations within such right-of-way as mutually agreed to by the City and AT&T, it being understood that such agreement from the City to such equipment locations is a condition precedent to the Special Construction Work. Any equipment locations on the Conduit Plans are deemed mutually agreed upon by the parties. If the City does not grant separate permits, this Agreement shall constitute City authorization for installation and maintenance of the converted system in the City right-of-way. Receipt of any necessary permits from the City or any other relevant permitting agencies is a condition precedent to the Special Construction Work.

C. **Service Drops.** At no cost to AT&T, the HOA shall have caused the property owners of each and all properties within the Work Area (each, a "Residence") to do the following (or the City shall do the following): Install one - 1" PVC Schedule 40 conduit from each AT&T network interface device ("NID") on each Residence to the relevant splice box for the relevant Residence. The HOA shall cause each property owner of a Residence to grant to AT&T the exclusive right to use the above conduit on the Residence property for installation of an AT&T service drop. Any property owners that have an aerial service drop will need to place and pay for re-arrangement orders with the AT&T business office in order to arrange for transfer of the aerial drop to underground. The City shall notify property owners of this information after AT&T notifies the HOA that it is the appropriate time to do so, and the HOA shall cause the property owners to do so Pending receipt and completion of any such re-arrangement orders, AT&T will be unable to complete any portion of the Special Construction Work affected thereby.

D. Further Conduit Specifications. In instances where a joint trench will be dug for the installation of AT&T's facilities and the power company's facilities, the power company's FPL's facilities shall be placed at the bottom of the joint trench. Any conduit referenced in A. above placed for AT&T's use (whether in a single or joint trench) shall be at a minimum depth of **24"** below final grade. For all conduit referenced in this Exhibit 1 placed for AT&T's use, there shall be at least a **24"** vertical separation with well tamped soil backfill between AT&T's facilities and primary or secondary power facilities. All conduits must be equipped with a pull string, and capped at ends.

E. Other Removal of other companies' aerial attachments on jointly used poles is necessary prior to AT&T's removal of its aerial facilities. The City will notify residents of this project (including of the need to place a re-arrangement order with AT&T if and where applicable, as described in C above) and shall notify AT&T and residents of the name and contact information for a representative to receive questions or complaints from City residents about the City's project that is the subject of this Agreement. AT&T may refer such questions or complaints to

the City's representative. In the event other conditions arise that are reasonably necessary as conditions to the Special Construction Work, AT&T will inform the City, and the City will address the conditions.

F. **Timing, Conditions Precedent.** Following 1 year after execution of this Agreement, in the event Conditions Precedent have not been satisfied, AT&T may terminate this Agreement by notice to the City anytime thereafter, until the Conditions Precedent have been satisfied (and Section 5 of the Agreement to which this Exhibit 1 is attached shall apply in the event of such early termination). When the City believes the Conditions Precedent have been satisfied, the City will notify AT&T in writing, and AT&T shall determine thereafter whether the Conditions Precedent have, in fact, been satisfied. If AT&T does not believe that they have been satisfied, AT&T will notify the City.

Attachment A

Work Area

See attached

Attachment B
Bill of Sale

FOR GOOD AND VALUABLE CONSIDERATION the City of Miami Beach, Florida does hereby bargain, sell, transfer and convey unto BellSouth Telecommunications, LLC d/b/a AT&T Southeast all right, title and interest in and to the AT&T Conduit, as described in that certain Agreement between said parties dated _____, 2015.

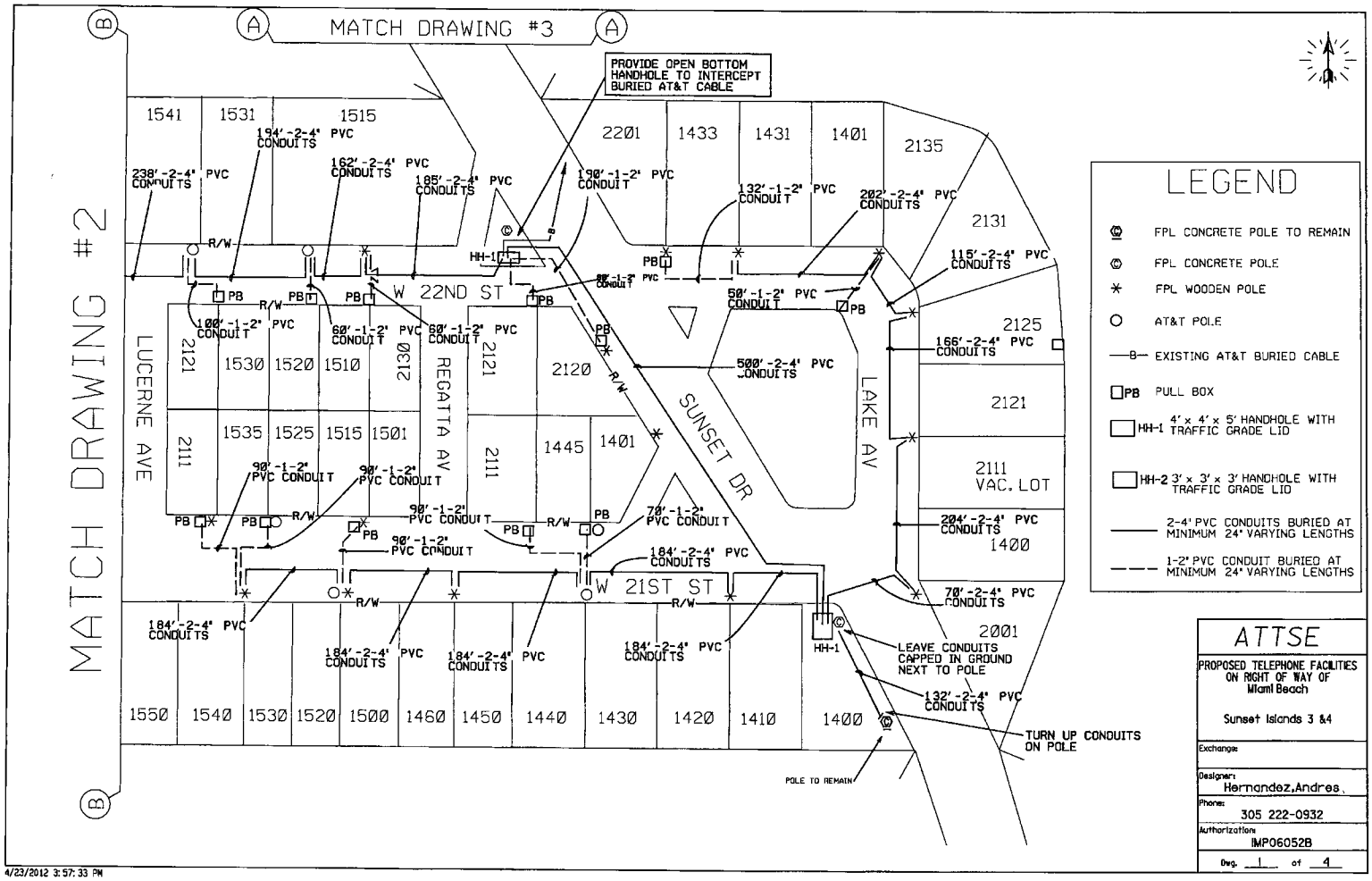
TO HAVE AND TO HOLD unto the said Grantee forever.

IN WITNESS WHEREOF, the undersigned, has executed this Bill of Sale this _____ day of _____, _____.

CITY OF MIAMI BEACH, FLORIDA

BY:_____

NAME/TITLE: _____


MATCH DRAWING #3
MATCH DRAWING #2
PROVIDE OPEN BOTTOM HANDHOLE TO INTERCEPT BURIED AT&T CABLE
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R/W
LEAVE CONDUITS CAPPED IN GROUND NEXT TO POLE
TURN UP CONDUITS ON POLE
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LEGEND
FPL CONCRETE POLE TO REMAIN
FPL CONCRETE POLE
FPL WOODEN POLE
AT&T POLE
EXISTING AT&T BURIED CABLE
PB PULL BOX
HH-1 4' x 4' x 5' HANDHOLE WITH TRAFFIC GRADE LID
HH-2 3' x 3' x 3' HANDHOLE WITH TRAFFIC GRADE LID
2-4" PVC CONDUITS BURIED AT MINIMUM 24" VARYING LENGTHS
1-2" PVC CONDUIT BURIED AT MINIMUM 24" VARYING LENGTHS
ATTSE
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF Miami Beach
Sunset Islands 3 &4
Exchange:
Designer: Hernandez,Andres.
Phone: 305 222-0932
Authorization: IMP06052B
Dwg. 1 of 4
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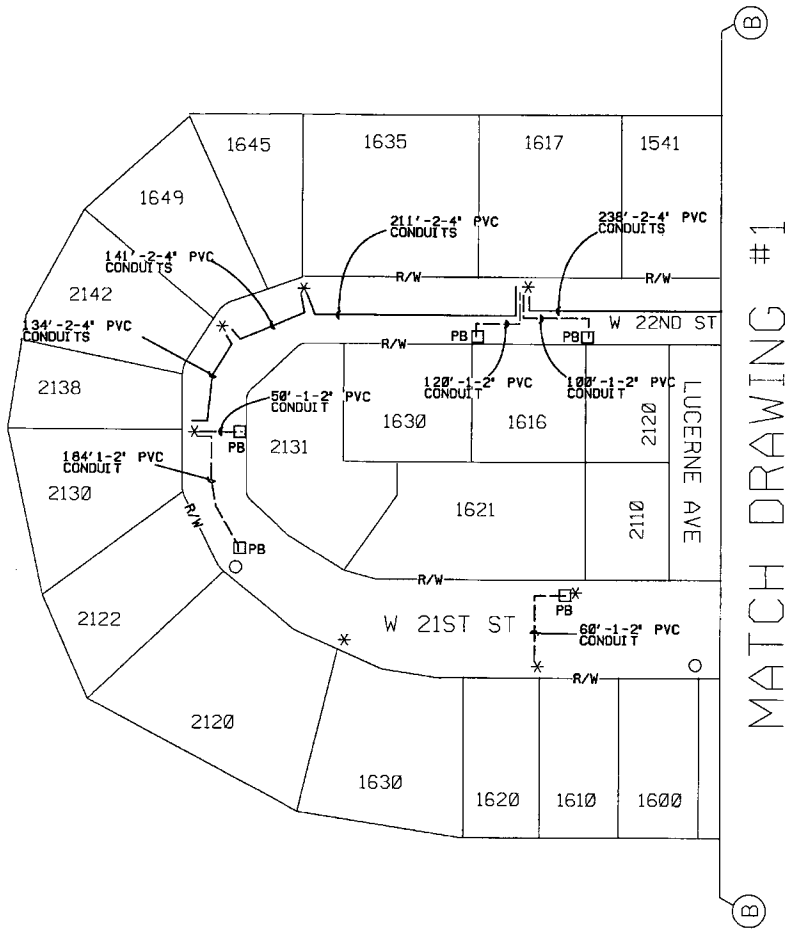

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PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF Miami Beach

Sunset Islands 3 &4

Exchange:

Designer: Hernandez,Andres

Phone: 305 222-0932

Authorization: IMP06052B

Dwg. 2 of 4

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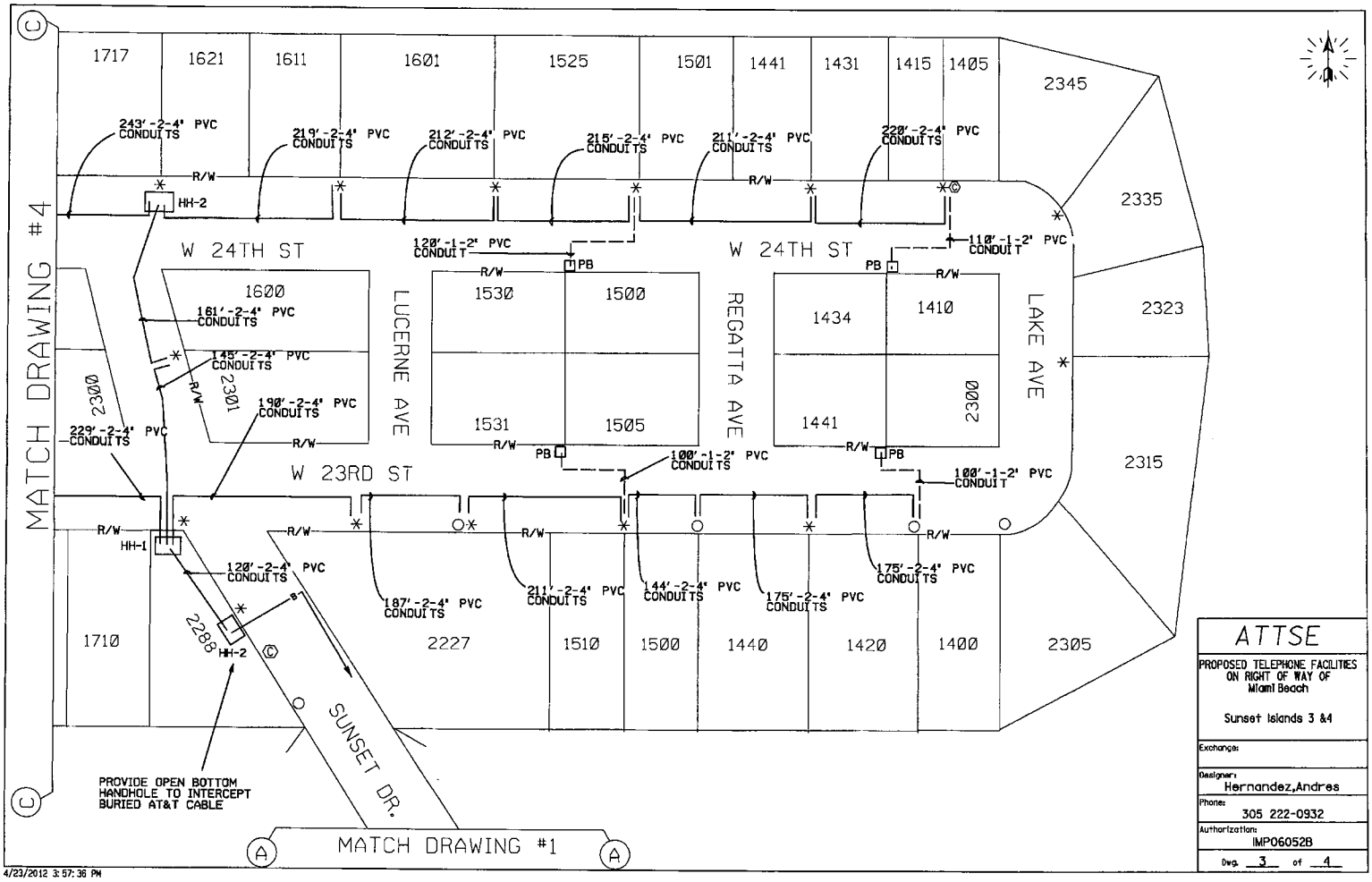
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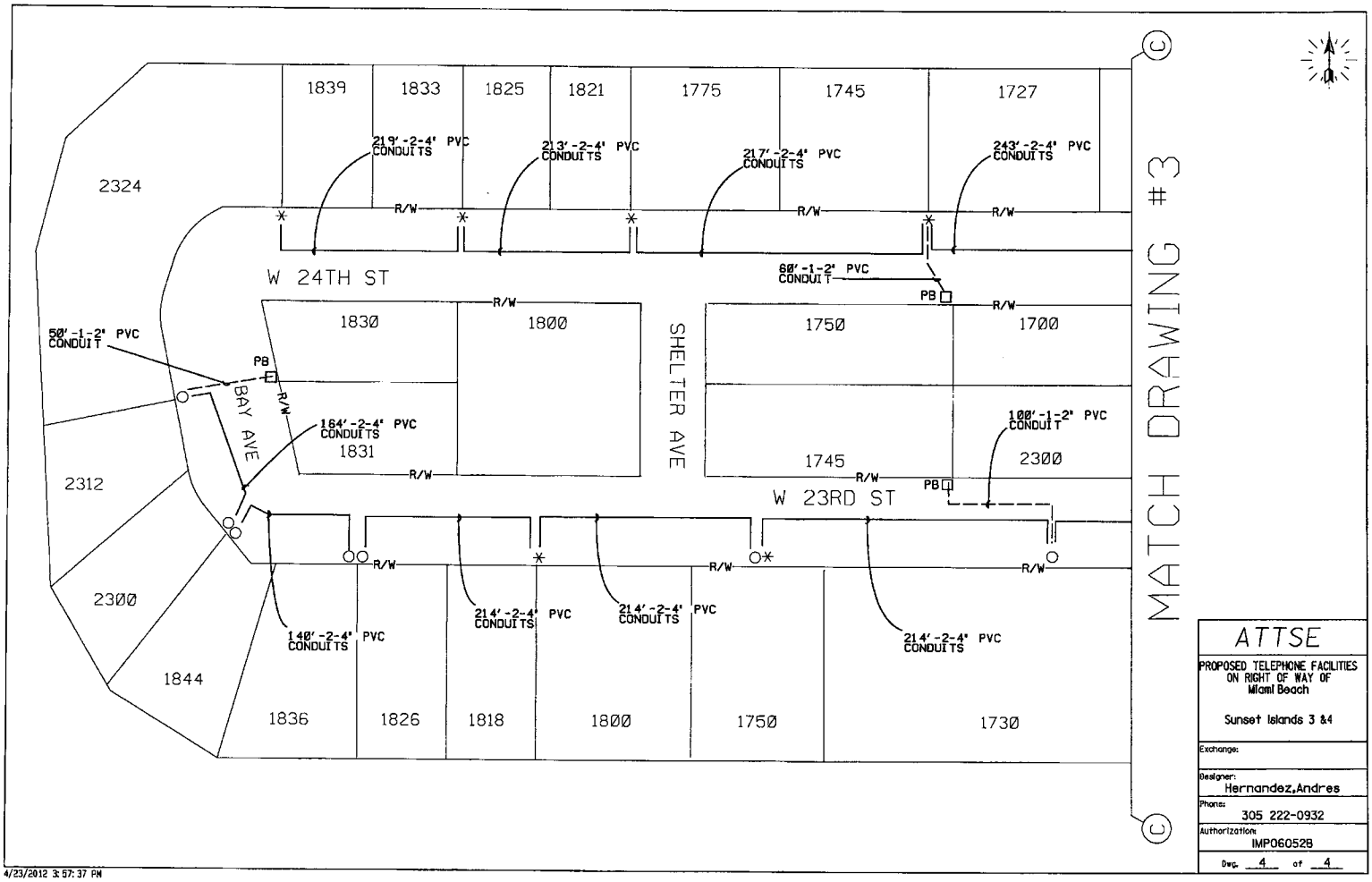
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Sunset Islands 3 &4
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Designer: Hernandez,Andres
Phone: 305 222-0932
Authorization: IMP060528
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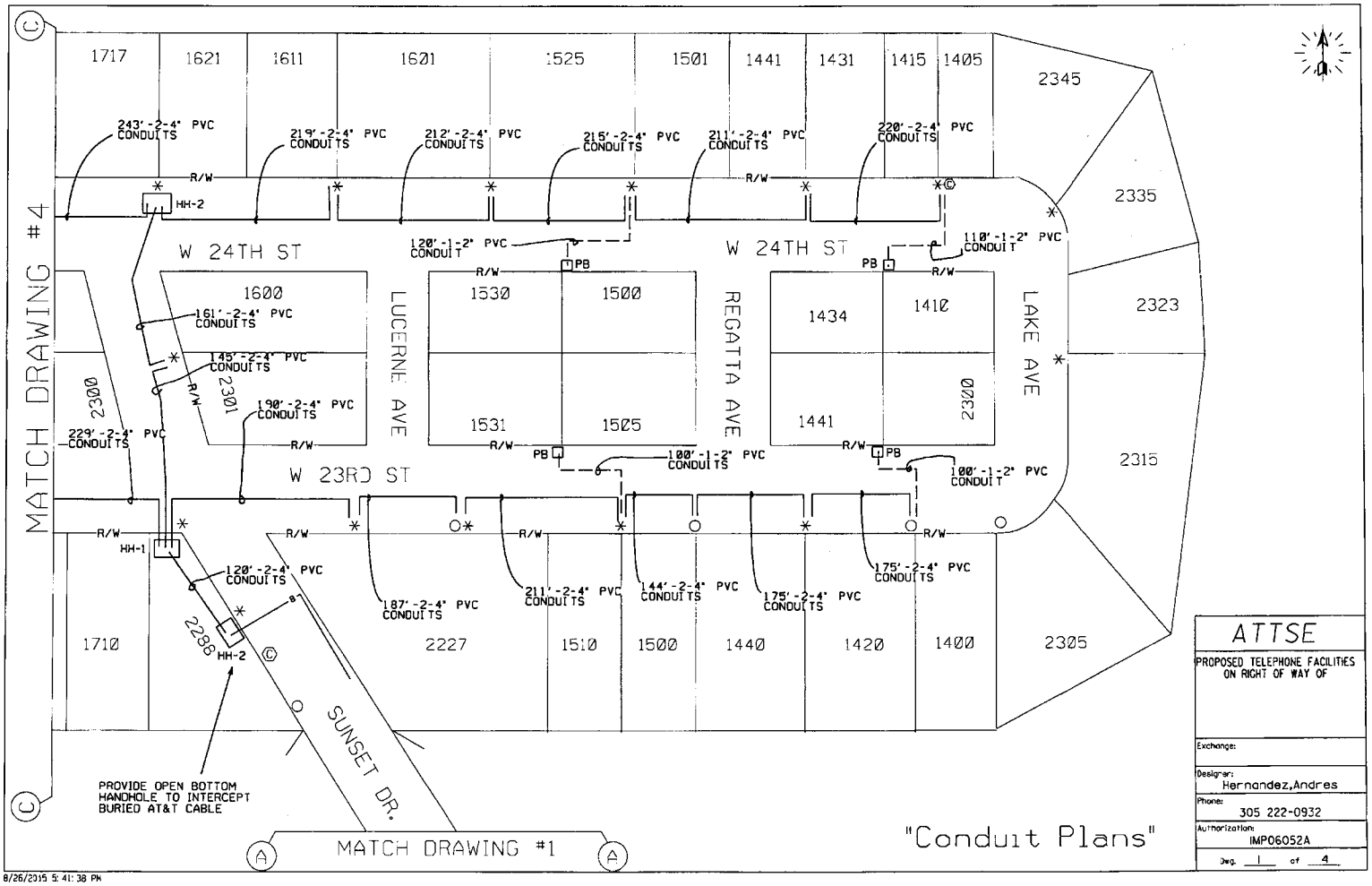
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Designer: Hernandez,Andres
Phone: 305 222-0932
Authorization: IMP06052A
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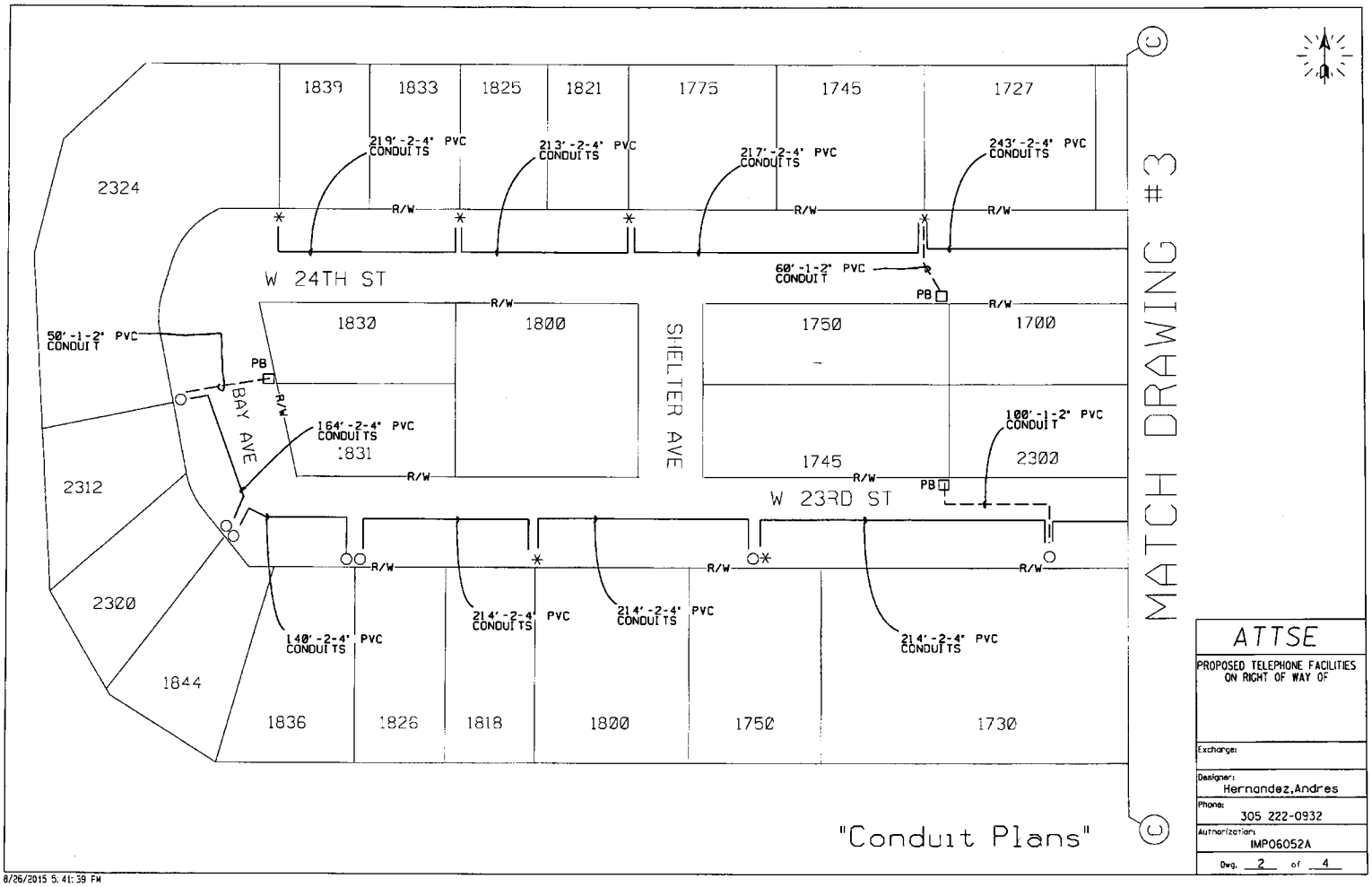
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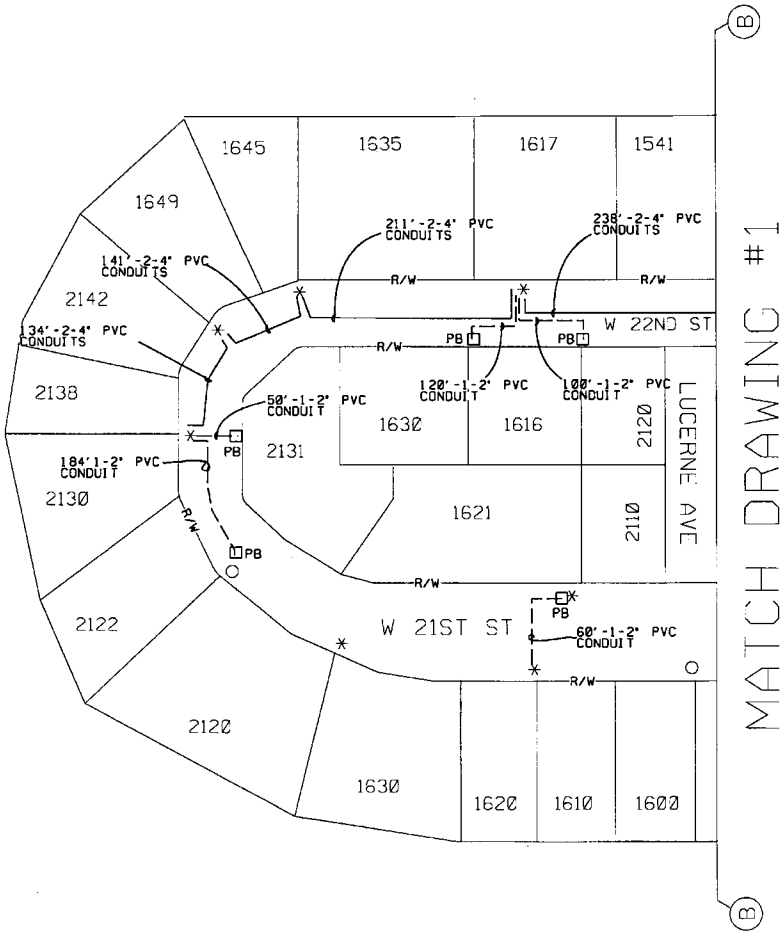

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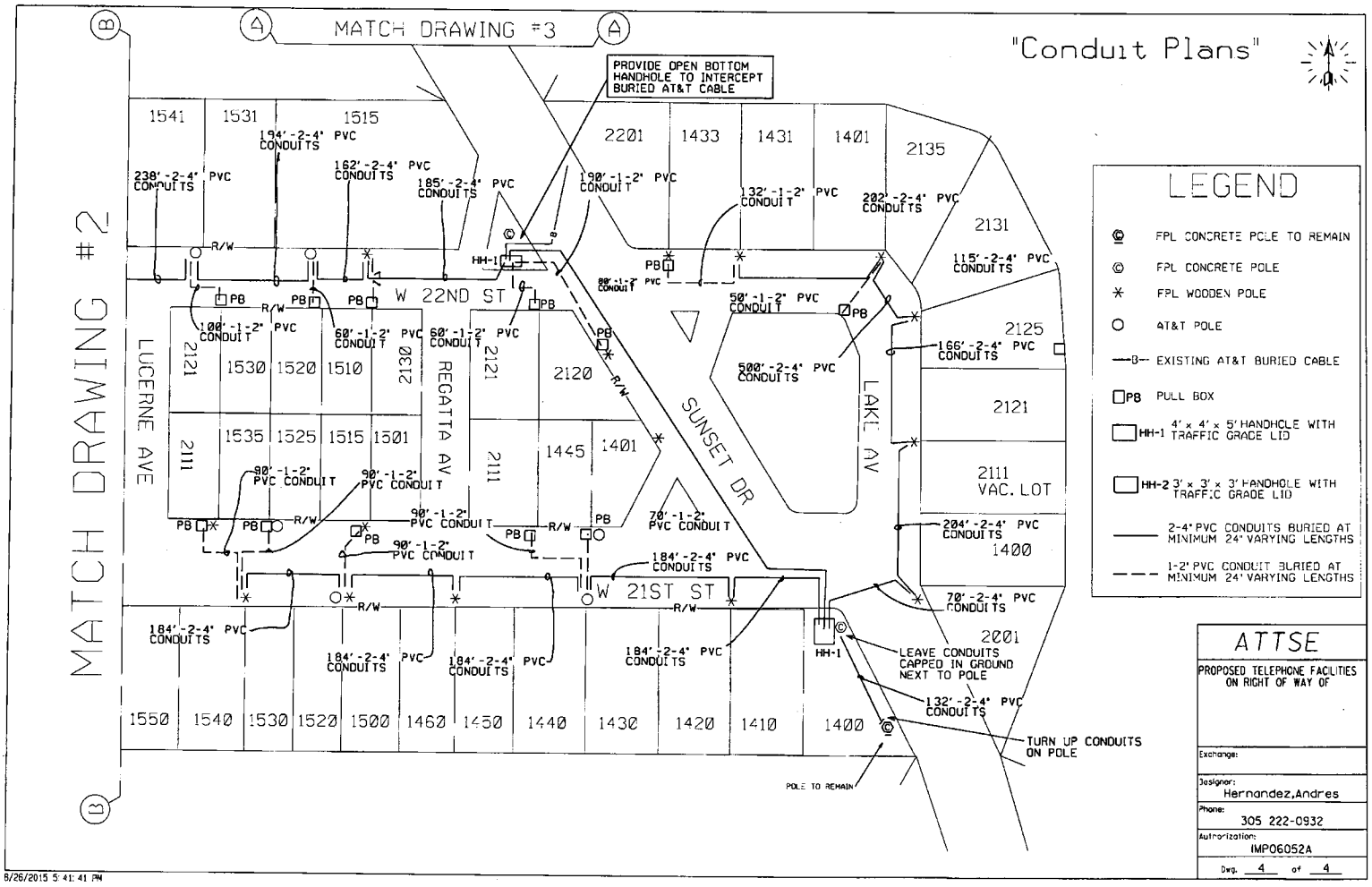
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Designer: Hernandez,Andres
Phone: 305 222-0932
Authorization: IMP06052A
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MIAMIBEACH

NOTICE OF PUBLIC HEARING TO APPROVE THE FINAL ASSESSMENT ROLL FOR THE SPECIAL ASSESSMENT DISTRICT KNOWN AS THE SUNSET ISLANDS 3 & 4 UTILITY IMPROVEMENT DISTRICT

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 **December 9, 2015**, at **11:00 a.m.**, or as soon thereafter as the matter can be heard, to consider:

> A Resolution Approving, Following A Duly Noticed Public Hearing Pursuant To Sections 170.07 and 170.08, Florida Statutes, The Final Assessment Roll For The Special Assessment District Known As the Sunset Islands 3 & 4 Utility Improvement District, And Confirming Such Assessments As Legal, Valid, And Binding First Liens Upon The Property Against Which Such Assessments Are Made Until Paid.

At the hearing, the owners of the property to be assessed or any other persons interested therein may appear before the Mayor and City Commissioners and be heard as to the propriety and advisability of the placement underground of utilities on Sunset Islands 3 & 4 (the "Improvements"), and the propriety and advisability of funding the Improvements with special assessments; as to the cost thereof; as to the manner of payment therefor; and as to the amount thereof to be assessed against each property so improved.

Following the testimony, the Mayor and City Commissioners shall make a final decision on whether to levy the special assessments. Thereafter, the Mayor and City Commissioners shall meet as an equalizing board to hear and consider any and all complaints as to the special assessments and shall adjust and equalize the assessments on a basis of justice and right.

The Sunset Islands 3 & 4 Utility Improvement District (the "District") is comprised of Sunset Island 3 and Sunset Island 4, located in Miami Beach, Florida.

The description of each property to be assessed and the amount to be assessed to each piece or parcel of property may be ascertained at the Office of the City Clerk, 1700 Convention Center Drive, First Floor, City Hall, Miami Beach, Florida 33139, and at http://web.miamibeachfl.gov/cityclerk/default.aspx?id=82117

Inquiries may be directed to the Office of Capital Improvement Projects at 305.673.7071.

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. The preliminary assessment roll for the District referenced herein 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, Florida Statute, 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

Ad 1103

MIAMIBEACH

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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. The preliminary assessment roll for the District referenced herein 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, Florida Statute, 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

Ad 1103

MIAMIBEACH

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 **Wednesday, December 9, 2015,** at the times listed, or as soon thereafter as the matter can be heard:

10:15 a.m.
An Ordinance Amending Chapter 82 Of The Code Of The City Of Miami Beach, Entitled "Public Property," By Amending Article IV, Entitled "Uses In Public Rights-Of-Way," By Amending Division 5, Entitled "Sidewalk Cafes," By Amending Subdivision II, Entitled "Permit," By Amending Section 82-381 Thereof, Entitled "Permitted Areas; Conditional Permit; City Manager's Right To Remove Sidewalk Cafes," By Requiring Display Of Prices For Food And Drink Menu Items Or Any Food And Drink Menu Specials, And Establishing A Notice Provision To Customers Regarding Any Automatic Gratuity Or Service Charge By The Operator Of The Sidewalk Café; By Amending Section 82-382 Thereof, Entitled "Application," Mandating That A Sidewalk Café Application Be Denied For Failure To Have Food And Drink Menus Which Includes Prices For Food And Drink Menu Items, Food And Drink Menu Specials, Or Notification Of Any Automatic Gratuity Or Service Charge Imposed By The Sidewalk Café Operator; By Amending Section 82-385 Thereof, Entitled "Minimum Standards, Criteria, And Conditions For Operation Of Sidewalk Cafes," By Prohibiting A Sidewalk Café To Operate Without Food And Drink Menus Which Show The Pricing For Any Food And Drink Menu Item Or Food And Drink Menu Special, And Fail To Notify Customers Of Any Automatic Gratuity Or Service Charge Imposed By The Sidewalk Café Operator; 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.*

10:20 a.m.
An Ordinance Amending Chapter 106 Of The Miami Beach City Code, Entitled "Traffic And Vehicles," By Amending Article II, Entitled "Metered Parking," By Amending Division 1, Entitled "Generally," By Amending Section 106-47, Entitled "Freight, Commercial, And Passenger Curb Loading Zones; Hours, Deliveries"; By Deleting Subsection (c), (d) And (e); By Amending Subsection (b) To Require Property Owners And Businesses To Confirm Compliance With Subsection (g) For Commercial Motor Vehicles Deliveries And Services; By Prohibiting Deliveries Or Services For Commercial Motor Vehicles That Fail To Comply With Subsections (f) Through (n); By Creating A New Subsection (d) And (e), Which Limits The Authority Of The Special Master; By Amending The Enforcement And Penalty Provisions For Violations Of Subsection (b); Providing For Codification, Repealer, Severability, And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470 and the Parking Department at 305.673.7505.*

10:25 a.m.
An Ordinance Amending The Code Of The City Of Miami Beach, Florida By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 5, "CD-2 Commercial Medium Intensity District," At Section 142-305, "Prohibited Uses," By Adding Bars, Dance Halls, And Entertainment Establishments As Prohibited Uses Within The CD-2, Sunset Harbour Neighborhood, Generally Bounded By Purdy Avenue, 20th Street, Alton Road And Dade Boulevard; Providing For Codification; Repealer, Severability; Applicability; And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

10:30 a.m.
An Ordinance Amending Miami Beach City Code Chapter 2 "Administration," Article VII "Standards Of Conduct," Division 5 "Campaign Finance Reform," Encompassing City Code Sections 2-487 "Prohibited Campaign Contributions By Vendors," City Code Section 2-488 "Prohibited Campaign Contributions By Lobbyists On Procurement Issues," City Code Section 2-489 "Prohibited Campaign Contributions By Real Estate Developers," And City Code Section 2-490 "Prohibited Campaign Contributions By Lobbyists On Real Estate Development Issues", By Providing That Commencing January 1, 2016, Members Of The City Commission Or Candidates For Said Offices Shall Be Prohibited From Either Directly Or Indirectly Soliciting, Accepting Or Depositing Any Campaign Contribution Regarding City Elected Office From A Vendor, Lobbyist On A Procurement Issue, Real Estate Developer, Or Lobbyist On A Real Estate Development Issue; Providing For Repealer, Severability, Codification, And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:31 a.m.
An Ordinance Amending Miami Beach City Code Chapter 2, Article VII, Division 5 Entitled "Campaign Finance Reform," By Adding Thereto Section 2-491 Entitled "Prohibited Lobbying By Campaign Consultants," Prohibiting Campaign Consultants And Certain Affiliated Persons Or Entities From Lobbying City Commission For 12 Months Subsequent To Swearing In Of Subject Elected Official(s), Establishing Definitions, And Limited Exemption; Providing For Repealer, Severability, Codification, And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:35 a.m.
A Resolution Accepting The Recommendation Of The City's Finance And Citywide Projects Committee, And Approving, Upon Second And Final Reading Of This Resolution And Following A Duly Noticed Public Hearing, A Ground Lease Agreement In The Form Attached To This Resolution, Between The City (Owner Or Landlord) And The Sabrina Cohen Foundation (Tenant), In Connection With The Use Of 5,100 Square Feet Of City-Owned Land, Located At Allison Park, Having A Street Address Of 6475 Collins Avenue (Premises), For A Term Of Ninety-Nine (99) Years, With No Renewal Options For The Purpose Of Developing A Wellness Center; And Waiving, By A 5/7th Vote, 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; And Further Waiving, By A 5/7th Vote, The Appraisal Requirement In Section 82-39(B) Of The City Code, Finding Such Waiver To Be In The Best Interest Of The City. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470; the Parks & Recreation Department at 305.673.7730 and/or the Department of Public Works at 305.673.7080.*

10:40 a.m.
A Resolution Adopting The First Amendment To The Capital Budget For Fiscal Year 2015/16. *Inquiries may be directed to the Budget & Performance Improvement Department at 305.673.7510.*

10:45 a.m.
A Resolution Adopting The First Amendment To The General Fund, Enterprise Fund, Internal Service Fund, And Special Revenue Fund Budgets For Fiscal Year 2015/16. *Inquiries may be directed to the Budget & Performance Improvement Department at 305.673.7510.*

10:50 a.m.
A Resolution Adopting The Amendment To The City Budget For Fiscal Year 2015/16. *Inquiries may be directed to the Budget & Performance Improvement Department at 305.673.7510.*

11:00 a.m.
A Resolution Approving, Following A Duly Noticed Public Hearing Pursuant To Sections 170.07 And 170.08, Florida Statutes, The Final Assessment Roll For The Special Assessment District Known As The Sunset Islands 3 & 4 Utility Improvement District, And Confirming Such Assessments As Legal, Valid, And Binding First Liens Upon The Property Against Which Such Assessments Are Made Until Paid. *Inquiries may be directed to the Capital Improvement Projects Department at 305.673.7071 and the Office of the City Attorney at 305.673.7470.*

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.

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Rafael E. Granado, City Clerk
City of Miami Beach

Ad 1105

1005

MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Mayor Philip Levine and Commissioners

FROM: Michael Grieco, Commissioner

DATE: December 9, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CITY'S STATE LEGISLATIVE AGENDA TO INCLUDE SUPPORT OF HOUSE BILL 45, "FLORIDA COMPETITIVE WORKFORCE ACT," WHICH WOULD BAN DISCRIMINATION IN EMPLOYMENT, HOUSING AND PUBLIC ACCOMMODATIONS FOR ALL FLORIDIANS WHEN IT COMES TO SEXUAL ORIENTATION AND GENDER IDENTIFY OR EXPRESSION.**

Background:

Sexual orientation and gender identity are not covered by the state of Florida's civil rights law. A coalition of state representatives have sponsored the Florida Competitive Workforce Act in the hope of solving that issue once and for all, and aims to ban discrimination in employment, housing and public accommodations for all Floridians when it comes to sexual orientation and gender identity.

On or about July 1, 2016, Florida Representatives Raschein, Edwards, Fitzenhagen, Fullwood, Hager, Latvala, Murphy, Narain, Peters, Pilon, Plasencia, Rader, Richardson, Rodriguez J., Rouson and Stark co-sponsored House Bill 45, entitled "Florida Competitive Workforce Act" (hereinafter the "Act") relating to prohibited discrimination. House Bill 4r5, creates the Act, prohibiting discrimination based on sexual orientation and gender identity or expression, it defines terms, and provides exceptions for constitutionally protected free exercise of religion. On August 27, 2015, the Florida House of Representatives referred the Act to the Economic Affairs Committee and the Judiciary Committee.

The Act would amend Section760.01, Florida Statutes, to revise the provisions to include sexual orientation and gender identity or expression and the perception of race, color, religion, sex, national origin, age, sexual orientation, gender identity or expression, handicap, or marital status as impermissible grounds for discrimination. The Act, would reorder and amend section 760.02, Florida Statutes, at the definitions provisions, to add additional terms. The Act would amend sections 760.05, 760.07, and 760.08, Florida Statutes, to add sexual orientation and gender identity or expression as impermissible grounds for discrimination. The Act would amend section 760.10, Florida Statutes, by adding sexual orientation and gender identity or expression as impermissible grounds for discrimination; providing an exception for constitutionally protected free exercise of religion. The Act would also amend section 509.092, Florida Statutes, by adding sexual orientation and gender identity or expression as impermissible grounds for

discrimination in public lodging establishments and public food service establishments, while providing an exception for constitutionally protected free exercise of religion; amending §. 760.22, Florida Statutes.

I would like the City to lobby Tallahassee and make the Florida Competitive Workforce Act part of the City's legislative Agenda for 2015-2016.

Recommendation: Approval.

If you have any questions please contact Danila Bonini at Ext 6457.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CITY'S STATE LEGISLATIVE AGENDA TO INCLUDE SUPPORT OF HOUSE BILL 45, "FLORIDA COMPETITIVE WORKFORCE ACT," WHICH WOULD BAN DISCRIMINATION IN EMPLOYMENT, HOUSING AND PUBLIC ACCOMMODATIONS FOR ALL FLORIDIANS WHEN IT COMES TO SEXUAL ORIENTATION AND GENDER IDENTIFY OR EXPRESSION.

WHEREAS, sexual orientation and gender identity or expression are not covered by the State of Florida's civil rights law; and,

WHEREAS, a coalition of State representatives have sponsored the "Florida Competitive Workforce Act" in the hope of solving that issue once and for all, and aim to ban discrimination in employment, housing, and public accommodations for all Floridians when it comes to sexual orientation and gender identity or expression; and

WHEREAS, on or about July 1, 2016, Florida Representative Raschein, Edwards, Fitzenhagen, Fullwood, Hager, Latvala, Murphy, Narain, Peters, Pilon, Plasencia, Rader, Richardson, Rodriguez, J., Rouson, and Stark co-sponsored House Bill 45, entitled "Florida Competitive Workforce Act" (hereinafter the "Act") relating to prohibited discrimination; and

WHEREAS, House Bill 45, creates the Act, prohibiting discrimination based on sexual orientation & gender identity or expression, it defines terms, and provides exceptions for constitutionally protected free exercise of religion; and

WHEREAS, on August 27, 2015, the Florida House of Representatives referred the Act to the Economic Affairs Committee and the Judiciary Committee; and

WHEREAS, the Act would amend Section760.01, Florida Statutes, to revise the provisions to include sexual orientation and gender identity or expression and the perception of race, color, religion, sex, national origin, age, sexual orientation, gender identity or expression, handicap, or marital status as impermissible grounds for discrimination; and

WHEREAS, the Act, would reorder and amend Chapter 760, Florida Statutes, to amend the definitions provisions, to add additional terms; to add sexual orientation and gender identity or expression as impermissible grounds for discrimination; and to add sexual orientation and gender identity or expression as impermissible grounds for discrimination; providing an exception for constitutionally protected free exercise ofreligion; and

WHEREAS, the Act would also amend section 509.092, Florida Statutes, by adding sexual orientation and gender identity or expression as impermissible grounds for discrimination in public lodging establishments and public food service establishments, while providing an exception for constitutionally protected free exercise of religion; amending s. 760.22, Florida Statutes; and

WHEREAS, the City would like to lobby Tallahassee and make the Florida Competitive Workforce Act part of the City's legislative Agenda for 2015-2016.

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 amending the City's State legislative agenda to include support of House Bill 45, known as the Florida Competitive Workforce Act, which would ban discrimination in employment, housing and public accommodations for all Floridians when it comes to sexual orientation and gender identify or expression.

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 11/18/15
Date

F:\ATTO\BOUE\RESOS\Grieco Florida competitive workforce legislative agenda resolution.docx

1 A bill to be entitled
2 An act relating to prohibited discrimination; creating
3 the "Florida Competitive Workforce Act"; amending s.
4 760.01, F.S.; revising provisions to include sexual
5 orientation and gender identity or expression and the
6 perception of race, color, religion, sex, national
7 origin, age, sexual orientation, gender identity or
8 expression, handicap, or marital status as
9 impermissible grounds for discrimination; reordering
10 and amending s. 760.02, F.S.; defining additional
11 terms; amending ss. 760.05, 760.07, and 760.08, F.S.;
12 adding sexual orientation and gender identity or
13 expression as impermissible grounds for
14 discrimination; conforming terminology; amending s.
15 760.10, F.S.; adding sexual orientation and gender
16 identity or expression as impermissible grounds for
17 discrimination; providing an exception for
18 constitutionally protected free exercise of religion;
19 amending s. 509.092, F.S.; adding sexual orientation
20 and gender identity or expression as impermissible
21 grounds for discrimination in public lodging
22 establishments and public food service establishments;
23 providing an exception for constitutionally protected
24 free exercise of religion; amending s. 760.22, F.S.;
25 defining additional terms; amending ss. 760.23,
26 760.24, 760.25, 760.26, 760.29, and 760.60, F.S.;

27 adding sexual orientation and gender identity or
28 expression as impermissible grounds for
29 discrimination; amending s. 419.001, F.S.; conforming
30 a cross-reference; providing an effective date.
31
32 Be It Enacted by the Legislature of the State of Florida:
33
34 Section 1. This act may be cited as the "Florida
35 Competitive Workforce Act."
36 Section 2. Subsection (2) of section 760.01, Florida
37 Statutes, is amended to read:
38 760.01 Purposes; construction; title.—
39 (2) The general purposes of the Florida Civil Rights Act
40 of 1992 are to secure for all individuals within the state
41 freedom from discrimination because of or based on the
42 perception of race, color, religion, sex, pregnancy, national
43 origin, age, sexual orientation, gender identity or expression,
44 handicap, or marital status and thereby to protect their
45 interest in personal dignity, to make available to the state
46 their full productive capacities, to secure the state against
47 domestic strife and unrest, to preserve the public safety,
48 health, and general welfare, and to promote the interests,
49 rights, and privileges of individuals within the state.
50 Section 3. Section 760.02, Florida Statutes, is reordered
51 and amended to read:

52 760.02 Definitions.—For the purposes of ss. 760.01-760.11
53 and 509.092, the term:
54 (1) ~~(10)~~ "Aggrieved person" means any person who files a
55 complaint with the Human Relations Commission.
56 (2) "Commission" means the Florida Commission on Human
57 Relations created by s. 760.03.
58 (3) "Commissioner" or "member" means a member of the
59 commission.
60 (4) "Discriminatory practice" means any practice made
61 unlawful by the Florida Civil Rights Act of 1992.
62 (5) ~~(7)~~ "Employer" means any person employing 15 or more
63 employees for each working day in each of 20 or more calendar
64 weeks in the current or preceding calendar year, and any agent
65 of such a person.
66 (6) ~~(8)~~ "Employment agency" means any person regularly
67 undertaking, with or without compensation, to procure employees
68 for an employer or to procure for employees opportunities to
69 work for an employer, and includes an agent of such a person.
70 (7) ~~(1)~~ "Florida Civil Rights Act of 1992" means ss.
71 760.01-760.11 and 509.092.
72 (8) "Gender identity or expression" means gender-related
73 identity, appearance, or behavior, whether such gender-related
74 identity, appearance, or behavior is different from that
75 traditionally associated with the person's physiology or
76 assigned sex at birth, which gender-related identity can be
77 shown by providing evidence, including, but not limited to:

78 (a) Medical history, care, or treatment of the gender-
79 related identity;
80 (b) Consistent and uniform assertion of the gender-related
81 identity; or
82 (c) Other evidence that the gender-related identity is a
83 sincerely held part of a person's core identity and is not being
84 asserted for an improper purpose.
85 (9) "Labor organization" means any organization which
86 exists for the purpose, in whole or in part, of collective
87 bargaining or of dealing with employers concerning grievances,
88 terms or conditions of employment, or other mutual aid or
89 protection in connection with employment.
90 (10) ~~(5)~~ "National origin" includes ancestry.
91 (11) ~~(6)~~ "Person" includes an individual, association,
92 corporation, joint apprenticeship committee, joint-stock
93 company, labor union, legal representative, mutual company,
94 partnership, receiver, trust, trustee in bankruptcy, or
95 unincorporated organization; any other legal or commercial
96 entity; the state; or any governmental entity or agency.
97 (12) ~~(11)~~ "Public accommodations" means places of public
98 accommodation, lodgings, facilities principally engaged in
99 selling food for consumption on the premises, gasoline stations,
100 places of exhibition or entertainment, and other covered
101 establishments. Each of the following establishments which
102 serves the public is a place of public accommodation within the
103 meaning of this section:

104 (a) Any inn, hotel, motel, or other establishment that
105 ~~which~~ provides lodging to transient guests, other than an
106 establishment located within a building that ~~which~~ contains not
107 more than four rooms for rent or hire and that ~~which~~ is actually
108 occupied by the proprietor of such establishment as his or her
109 residence.
110 (b) Any restaurant, cafeteria, lunchroom, lunch counter,
111 soda fountain, or other facility principally engaged in selling
112 food for consumption on the premises, including, but not limited
113 to, any such facility located on the premises of any retail
114 establishment, or any gasoline station.
115 (c) Any motion picture theater, theater, concert hall,
116 sports arena, stadium, or other place of exhibition or
117 entertainment.
118 (d) Any establishment that ~~which~~ is physically located
119 within the premises of any establishment otherwise covered by
120 this subsection, or within the premises of which is physically
121 located any such covered establishment, and which holds itself
122 out as serving patrons of such covered establishment.
123 (13) "Sexual orientation" means an individual's actual or
124 perceived heterosexuality, homosexuality, or bisexuality.
125 Section 4. Section 760.05, Florida Statutes, is amended to
126 read:
127 760.05 Functions of the commission.—The commission shall
128 promote and encourage fair treatment and equal opportunity for
129 all persons regardless of race, color, religion, sex, pregnancy,

130 national origin, age, sexual orientation, gender identity or
131 expression, handicap, or marital status and mutual understanding
132 and respect among all members of society ~~all economic, social,~~
133 ~~racial, religious, and ethnic groups~~; and the commission shall
134 endeavor to eliminate discrimination against, and antagonism
135 between, persons on the basis of or based on the perception of
136 race, color, religion, sex, national origin, age, sexual
137 orientation, gender identity or expression, handicap, or marital
138 status ~~religious, racial, and ethnic groups and their members~~.
139 Section 5. Section 760.07, Florida Statutes, is amended to
140 read:
141 760.07 Remedies for unlawful discrimination.—Any violation
142 of any Florida statute making unlawful discrimination because of
143 or based on the perception of race, color, religion, gender,
144 pregnancy, national origin, age, sexual orientation, gender
145 identity or expression, handicap, or marital status in the areas
146 of education, employment, housing, or public accommodations
147 gives rise to a cause of action for all relief and damages
148 described in s. 760.11(5), unless greater damages are expressly
149 provided for. If the statute prohibiting unlawful discrimination
150 provides an administrative remedy, the action for equitable
151 relief and damages provided for in this section may be initiated
152 only after the plaintiff has exhausted his or her administrative
153 remedy. The term "public accommodations" does not include lodge
154 halls or other similar facilities of private organizations which
155 are made available for public use occasionally or periodically.

156 The right to trial by jury is preserved in any case in which the
157 plaintiff is seeking actual or punitive damages.
158 Section 6. Section 760.08, Florida Statutes, is amended to
159 read:
160 760.08 Discrimination in places of public accommodation.—
161 All persons are entitled to the full and equal enjoyment of the
162 goods, services, facilities, privileges, advantages, and
163 accommodations of any place of public accommodation without
164 discrimination or segregation on the ground of <u>or based on the</u>
165 <u>perception of</u> race, color, national origin, sex, <u>sexual</u>
166 <u>orientation, gender identity or expression,</u> pregnancy, handicap,
167 familial status, or religion.
168 Section 7. Subsections (1) and (2), paragraphs (a) and (b)
169 of subsection (3), subsections (4), (5), and (6), paragraph (a)
170 of subsection (8), and subsection (9) of section 760.10, Florida
171 Statutes, are amended to read:
172 760.10 Unlawful employment practices.—
173 (1) It is an unlawful employment practice for an employer:
174 (a) To discharge or to fail or refuse to hire any
175 individual, or otherwise to discriminate against any individual
176 with respect to compensation, terms, conditions, or privileges
177 of employment, because of <u>or based on the perception of</u> such
178 individual's race, color, religion, sex, pregnancy, national
179 origin, age, <u>sexual orientation, gender identity or expression,</u>
180 handicap, or marital status.
181 (b) To limit, segregate, or classify employees or

182 applicants for employment in any way which would deprive or tend
183 to deprive any individual of employment opportunities, or
184 adversely affect any individual's status as an employee, because
185 of or based on the perception of such individual's race, color,
186 religion, sex, pregnancy, national origin, age, sexual
187 orientation, gender identity or expression, handicap, or marital
188 status.
189 (2) It is an unlawful employment practice for an
190 employment agency to fail or refuse to refer for employment, or
191 otherwise to discriminate against, any individual because of or
192 based on the perception of race, color, religion, sex,
193 pregnancy, national origin, age, sexual orientation, gender
194 identity or expression, handicap, or marital status or to
195 classify or refer for employment any individual on the basis of
196 or based on the perception of race, color, religion, sex,
197 pregnancy, national origin, age, sexual orientation, gender
198 identity or expression, handicap, or marital status.
199 (3) It is an unlawful employment practice for a labor
200 organization:
201 (a) To exclude or to expel from its membership, or
202 otherwise to discriminate against, any individual because of or
203 based on the perception of race, color, religion, sex,
204 pregnancy, national origin, age, sexual orientation, gender
205 identity or expression, handicap, or marital status.
206 (b) To limit, segregate, or classify its membership or
207 applicants for membership, or to classify or fail or refuse to

208 refer for employment any individual, in any way that would
209 deprive or tend to deprive any individual of employment
210 opportunities, or adversely affect any individual's status as an
211 employee or as an applicant for employment, because of or based
212 on the perception of such individual's race, color, religion,
213 sex, pregnancy, national origin, age, sexual orientation, gender
214 identity or expression, handicap, or marital status.
215 (4) It is an unlawful employment practice for any
216 employer, labor organization, or joint labor-management
217 committee controlling apprenticeship or other training or
218 retraining, including on-the-job training programs, to
219 discriminate against any individual because of or based on the
220 perception of race, color, religion, sex, pregnancy, national
221 origin, age, sexual orientation, gender identity or expression,
222 handicap, or marital status in admission to, or employment in,
223 any program established to provide apprenticeship or other
224 training.
225 (5) Whenever, in order to engage in a profession,
226 occupation, or trade, it is required that a person receive a
227 license, certification, or other credential, become a member or
228 an associate of any club, association, or other organization, or
229 pass any examination, it is an unlawful employment practice for
230 any person to discriminate against any other person seeking such
231 license, certification, or other credential, seeking to become a
232 member or associate of such club, association, or other
233 organization, or seeking to take or pass such examination,

234 because of or based on the perception of such other person's
235 race, color, religion, sex, pregnancy, national origin, age,
236 sexual orientation, gender identity or expression handicap, or
237 marital status.
238 (6) It is an unlawful employment practice for an employer,
239 labor organization, employment agency, or joint labor-management
240 committee to print, or cause to be printed or published, any
241 notice or advertisement relating to employment, membership,
242 classification, referral for employment, or apprenticeship or
243 other training, indicating any preference, limitation,
244 specification, or discrimination, based on a person's actual or
245 perceived race, color, religion, sex, pregnancy, national
246 origin, age, sexual orientation, gender identity or expression,
247 absence of handicap, or marital status.
248 (8) Notwithstanding any other provision of this section,
249 it is not an unlawful employment practice under ss. 760.01-
250 760.10 for an employer, employment agency, labor organization,
251 or joint labor-management committee to:
252 (a) Take or fail to take any action on the basis of a
253 person's actual or perceived religion, sex, pregnancy, national
254 origin, age, sexual orientation, gender identity or expression,
255 handicap, or marital status in those certain instances in which
256 religion, sex, condition of pregnancy, national origin, age,
257 sexual orientation, gender identity or expression, absence of a
258 particular handicap, or marital status is a bona fide
259 occupational qualification reasonably necessary for the

260 performance of the particular employment to which such action or
261 inaction is related.
262 (9)(a) This section shall not apply to any religious
263 corporation, association, educational institution, or society
264 which conditions opportunities in the area of employment or
265 public accommodation to members of that religious corporation,
266 association, educational institution, or society or to persons
267 who subscribe to its tenets or beliefs.
268 (b) This section shall not prohibit a religious
269 corporation, association, educational institution, or society
270 from giving preference in employment to individuals of a
271 particular religion to perform work connected with the carrying
272 on by such corporations, associations, educational institutions,
273 or societies of its various activities.
274 (c) This section and s. 760.08 shall not apply to limit
275 the free exercise of religion guaranteed by the United States
276 Constitution and the State Constitution.
277 Section 8. Section 509.092, Florida Statutes, is amended
278 to read:
279 509.092 Public lodging establishments and public food
280 service establishments; rights as private enterprises.—
281 (1) Public lodging establishments and public food service
282 establishments are private enterprises, and the operator has the
283 right to refuse accommodations or service to any person who is
284 objectionable or undesirable to the operator, but such refusal
285 may not be based upon the person's actual or perceived race,

286 creed, color, sex, pregnancy, physical disability, sexual
287 orientation, gender identity or expression, or national origin.
288 (2) A person aggrieved by a violation of this section or a
289 violation of a rule adopted under this section has a right of
290 action pursuant to s. 760.11.
291 (3) This section shall not limit the free exercise of
292 religion guaranteed by the United States Constitution and the
293 Florida Constitution.
294 Section 9. Section 760.22, Florida Statutes, is amended to
295 read:
296 760.22 Definitions.—As used in ss. 760.20-760.37, the
297 term:
298 (1) "Commission" means the Florida Commission on Human
299 Relations.
300 (2) "Covered multifamily dwelling" means:
301 (a) A building that ~~which~~ consists of four or more units
302 and has an elevator; or
303 (b) The ground floor units of a building that ~~which~~
304 consists of four or more units and does not have an elevator.
305 (3) "Discriminatory housing practice" means an act that is
306 unlawful under the terms of ss. 760.20-760.37.
307 (4) "Dwelling" means any building or structure, or portion
308 thereof, which is occupied as, or designed or intended for
309 occupancy as, a residence by one or more families, and any
310 vacant land that ~~which~~ is offered for sale or lease for the

311 construction or location on the land of any such building or
312 structure, or portion thereof.
313 (5) "Familial status" is established when an individual
314 who has not attained the age of 18 years is domiciled with:
315 (a) A parent or other person having legal custody of such
316 individual; or
317 (b) A designee of a parent or other person having legal
318 custody, with the written permission of such parent or other
319 person.
320 (6) "Family" includes a single individual.
321 (7) "Gender identity or expression" has the same meaning
322 as provided in s. 760.02.
323 (8) ~~(7)~~ "Handicap" means:
324 (a) A person has a physical or mental impairment which
325 substantially limits one or more major life activities, or he or
326 she has a record of having, or is regarded as having, such
327 physical or mental impairment; or
328 (b) A person has a developmental disability as defined in
329 s. 393.063.
330 (9) ~~(8)~~ "Person" includes one or more individuals,
331 corporations, partnerships, associations, labor organizations,
332 legal representatives, mutual companies, joint-stock companies,
333 trusts, unincorporated organizations, trustees, trustees in
334 bankruptcy, receivers, and fiduciaries.
335 (10) "Sexual orientation" has the same meaning as provided
336 in s. 760.02.

337 (11) ~~(9)~~ "Substantially equivalent" means an administrative
338 subdivision of the State of Florida meeting the requirements of
339 24 C.F.R. part 115, s. 115.6.
340 (12) ~~(10)~~ "To rent" includes to lease, to sublease, to let,
341 and otherwise to grant for a consideration the right to occupy
342 premises not owned by the occupant.
343 Section 10. Subsections (1) through (5) of section 760.23,
344 Florida Statutes, are amended to read:
345 760.23 Discrimination in the sale or rental of housing and
346 other prohibited practices.—
347 (1) It is unlawful to refuse to sell or rent after the
348 making of a bona fide offer, to refuse to negotiate for the sale
349 or rental of, or otherwise to make unavailable or deny a
350 dwelling to any person because of or based on the perception of
351 race, color, national origin, sex, sexual orientation, gender
352 identity or expression, handicap, familial status, or religion.
353 (2) It is unlawful to discriminate against any person in
354 the terms, conditions, or privileges of sale or rental of a
355 dwelling, or in the provision of services or facilities in
356 connection therewith, because of or based on the perception of
357 race, color, national origin, sex, sexual orientation, gender
358 identity or expression, handicap, familial status, or religion.
359 (3) It is unlawful to make, print, or publish, or cause to
360 be made, printed, or published, any notice, statement, or
361 advertisement with respect to the sale or rental of a dwelling
362 that indicates any preference, limitation, or discrimination

363 based on a person's actual or perceived race, color, national
364 origin, sex, sexual orientation, gender identity or expression,
365 handicap, familial status, or religion or an intention to make
366 any such preference, limitation, or discrimination.
367 (4) It is unlawful to represent to any person because of
368 or based on the perception of the person's race, color, national
369 origin, sex, sexual orientation, gender identity or expression,
370 handicap, familial status, or religion that any dwelling is not
371 available for inspection, sale, or rental when such dwelling is
372 in fact so available.
373 (5) It is unlawful, for profit, to induce or attempt to
374 induce any person to sell or rent any dwelling by a
375 representation regarding the entry or prospective entry into the
376 neighborhood of a person or persons of or perceived to be of a
377 particular race, color, national origin, sex, sexual
378 orientation, gender identity or expression, handicap, familial
379 status, or religion.
380 Section 11. Section 760.24, Florida Statutes, is amended
381 to read:
382 760.24 Discrimination in the provision of brokerage
383 services.—It is unlawful to deny any person access to, or
384 membership or participation in, any multiple-listing service,
385 real estate brokers' organization, or other service,
386 organization, or facility relating to the business of selling or
387 renting dwellings, or to discriminate against him or her in the
388 terms or conditions of such access, membership, or

389 participation, on account of or based on the perception of race,
390 color, national origin, sex, sexual orientation, gender identity
391 or expression, handicap, familial status, or religion.
392 Section 12. Subsection (1) and paragraph (a) of subsection
393 (2) of section 760.25, Florida Statutes, are amended to read:
394 760.25 Discrimination in the financing of housing or in
395 residential real estate transactions.—
396 (1) It is unlawful for any bank, building and loan
397 association, insurance company, or other corporation,
398 association, firm, or enterprise the business of which consists
399 in whole or in part of the making of commercial real estate
400 loans to deny a loan or other financial assistance to a person
401 applying for the loan for the purpose of purchasing,
402 constructing, improving, repairing, or maintaining a dwelling,
403 or to discriminate against him or her in the fixing of the
404 amount, interest rate, duration, or other term or condition of
405 such loan or other financial assistance, because of or based on
406 the perception of the race, color, national origin, sex, sexual
407 orientation, gender identity or expression, handicap, familial
408 status, or religion of such person or of any person associated
409 with him or her in connection with such loan or other financial
410 assistance or the purposes of such loan or other financial
411 assistance, or because of or based on the perception of the
412 race, color, national origin, sex, sexual orientation, gender
413 identity or expression, handicap, familial status, or religion
414 of the present or prospective owners, lessees, tenants, or

415 occupants of the dwelling or dwellings in relation to which such
416 loan or other financial assistance is to be made or given.
417 (2)(a) It is unlawful for any person or entity whose
418 business includes engaging in residential real estate
419 transactions to discriminate against any person in making
420 available such a transaction, or in the terms or conditions of
421 such a transaction, because of or based on the perception of
422 race, color, national origin, sex, sexual orientation, gender
423 identity or expression, handicap, familial status, or religion.
424 Section 13. Section 760.26, Florida Statutes, is amended
425 to read:
426 760.26 Prohibited discrimination in land use decisions and
427 in permitting of development.—It is unlawful to discriminate in
428 land use decisions or in the permitting of development based on
429 a person's actual or perceived race, color, national origin,
430 sex, sexual orientation, gender identity or expression,
431 disability, familial status, religion, or, except as otherwise
432 provided by law, the source of financing of a development or
433 proposed development.
434 Section 14. Paragraph (a) of subsection (5) of section
435 760.29, Florida Statutes, is amended to read:
436 760.29 Exemptions.—
437 (5) Nothing in ss. 760.20-760.37:
438 (a) Prohibits a person engaged in the business of
439 furnishing appraisals of real property from taking into
440 consideration factors other than race, color, national origin,

441 sex, sexual orientation, gender identity or expression,
442 handicap, familial status, or religion.
443 Section 15. Subsection (1) of section 760.60, Florida
444 Statutes, is amended to read:
445 760.60 Discriminatory practices of certain clubs
446 prohibited; remedies.—
447 (1) It is unlawful for a person to discriminate against
448 any individual because of or based on the perception of race,
449 color, religion, gender, national origin, handicap, age above
450 the age of 21, sexual orientation, gender identity or
451 expression, or marital status in evaluating an application for
452 membership in a club that has more than 400 members, that
453 provides regular meal service, and that regularly receives
454 payment for dues, fees, use of space, facilities, services,
455 meals, or beverages directly or indirectly from nonmembers for
456 business purposes. It is unlawful for a person, on behalf of
457 such a club, to publish, circulate, issue, display, post, or
458 mail any advertisement, notice, or solicitation that contains a
459 statement to the effect that the accommodations, advantages,
460 facilities, membership, or privileges of the club are denied to
461 any individual because of or based on the perception of race,
462 color, religion, gender, national origin, handicap, age above
463 the age of 21, sexual orientation, gender identity or
464 expression, or marital status. This subsection does not apply to
465 fraternal or benevolent organizations, ethnic clubs, or

466 religious organizations where business activity is not
467 prevalent.
468 Section 16. Paragraph (e) of subsection (1) of section
469 419.001, Florida Statutes, is amended to read:
470 419.001 Site selection of community residential homes.—
471 (1) For the purposes of this section, the term:
472 (e) "Resident" means any of the following: a frail elder
473 as defined in s. 429.65; a person who has a handicap as defined
474 in s. 760.22(8)(a) ~~760.22(7)(a)~~; a person who has a
475 developmental disability as defined in s. 393.063; a
476 nondangerous person who has a mental illness as defined in s.
477 394.455; or a child who is found to be dependent as defined in
478 s. 39.01 or s. 984.03, or a child in need of services as defined
479 in s. 984.03 or s. 985.03.
480 Section 17. This act shall take effect July 1, 2016.

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Condensed Title:

A Resolution Approving The Substantive Terms, As Set Forth In The Draft Agreement Attached As Exhibit "A" To This Resolution, Between The City And A National Salute To America's Heroes, LLC (Applicant), For The Production Of An Aircraft Flight Demonstration And Aquatic Show With Ancillary Activities Such As Entertainment, Exhibits, Concession Sales, Commencing On January 1, 2016, And Ending On December 31, 2021; Authorizing The City Manager To Negotiate And Finalize The Agreement Based On The Approved Terms Set Forth Herein, And, Further Authorizing The Mayor And City Clerk To Execute The Final Agreement Upon Conclusion Of Successful Negotiations, Provided That In The Event That The City And Applicant Deem It Necessary To Include Any New Substantive Terms (Which Are Not Contained In The Attached Draft Agreement) Then Such New Substantive Terms Shall Be Subject To Prior Approval By The Mayor And City Commission Before Final Execution

Key Intended Outcome Supported:

Maximize The Miami Beach Brand as a World Class Destination

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

The 2014 Community Satisfaction Survey shows that 64% of residents (compared to 71% in 2012), believe the City has about the right number of major events.

Item Summary/Recommendation:

From 1995 to 2007, the City of Fort Lauderdale hosted the Air and Sea Show on a four mile stretch of beach from Oakland Park to Las Olas Boulevard, which attracted hundreds of thousands of resident locals, domestic and international visitors. From its inception, the Fort Lauderdale Air and Sea Show was produced by Mickey Markoff, president of MDM Group, Ltd.

At the September 2nd, 2015 Commission meeting, Commissioner Grieco proposed introducing the Air and Sea Show to Miami Beach during Memorial Day Weekend. The Commission agreed to begin negotiations with Mickey Markoff, and draft an agreement for the production of the show. The Administration and Mr. Markoff have negotiated and drafted the attached agreement for your consideration.

Historically, the City has enacted enhanced staffing during Memorial Day Weekend. With the enhanced staffing already in place, the City will provide all necessary personnel to provide public safety at the Event Site and Event Impact Areas. These services shall include without limitation crowd control, traffic management, fire rescue, ocean rescue, emergency medical services, and police services. In the event that the Applicant requires any additional services or expansion of services, the Applicant shall be responsible for the payment of all costs and expenses to the City.

The Agreement is being presented for your consideration.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
	1			
OBPI	Total			

Financial Impact Summary: The City will provide all necessary personnel to provide public safety at the Event Site and Event Impact Areas. These services shall include without limitation crowd control, traffic management, fire rescue, ocean rescue, emergency medical services, and police services. City shall be responsible for initial expenses up to the amounts associated with Memorial Day Weekend for the immediately preceding calendar year, adjusted annually for either (1) wage increases for personnel for the foregoing City departments or (2) inflation utilizing the United States Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers; U.S. City average (1982-84=100), whichever is lower, for the Event (the "City's Initial Contribution"). Applicant shall be responsible for all City's costs and expenses above the City's Initial Contribution up to the maximum not-to-exceed amount of $200,000, with City and Applicant to be mutually responsible for all costs in excess thereof.

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 R7H
Date 12-9-15

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: October 14, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE SUBSTANTIVE TERMS, AS SET FORTH IN THE DRAFT AGREEMENT ATTACHED AS EXHIBIT "A" TO THIS RESOLUTION, BETWEEN THE CITY AND A NATIONAL SALUTE TO AMERICA'S HEROES, LLC (APPLICANT), FOR THE PRODUCTION OF AN AIRCRAFT FLIGHT DEMONSTRATION AND AQUATIC SHOW WITH ANCILLARY ACTIVITIES SUCH AS ENTERTAINMENT, EXHIBITS, CONCESSION SALES, COMMENCING ON JANUARY 1, 2016, AND ENDING ON DECEMBER 31, 2021; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND FINALIZE THE AGREEMENT BASED ON THE APPROVED TERMS SET FORTH HEREIN, AND, FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FINAL AGREEMENT UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS, PROVIDED THAT IN THE EVENT THAT THE CITY AND APPLICANT DEEM IT NECESSARY TO INCLUDE ANY NEW SUBSTANTIVE TERMS (WHICH ARE NOT CONTAINED IN THE ATTACHED DRAFT AGREEMENT) THEN SUCH NEW SUBSTANTIVE TERMS SHALL BE SUBJECT TO PRIOR APPROVAL BY THE MAYOR AND CITY COMMISSION BEFORE FINAL EXECUTION THEREOF**

BACKGROUND

From 1995 to 2007, the City of Fort Lauderdale hosted the Air and Sea Show on a four mile stretch of beach from Oakland Park to Las Olas Boulevard. Throughout the years, the City of Fort Lauderdale has attracted hundreds of thousands of resident locals, domestic and international visitors for the Air and Sea Show. It was an event that at one point had been televised in 144 countries and generated millions of dollars in economic impact for the City of Fort Lauderdale.

From its inception, the Fort Lauderdale Air and Sea Show was produced by Mickey Markoff, president of MDM Group, Ltd. Founded in Chicago in 1986, MDM Group, Ltd. became an industry leader in the development of multi-dimensional marketing strategies and the creation of special events. MDM Group, Ltd. has produced a multitude of events that have include the McDonald's National Salute to America's Heroes, Florida Marlins' World Series Championship Victory Boar Parade, Disney World's 20th Birthday Party,

IceHouse Beer Truck Drop, and the 200th Anniversary of the US Coast Guard.

At the September 2nd, 2015 Commission meeting, Commissioner Grieco proposed introducing the Air and Sea Show to Miami Beach during Memorial Day Weekend. The Commission agreed to begin negotiations with Mickey Markoff, and draft an agreement for the production of the show.

ANALYSIS

The Administration and Mr. Markoff have negotiated and drafted the attached agreement for your consideration. The substantive terms are as follows:

1. The proposed Air and Sea Show to have an initial term of five (5) years commencing January 1, 2016 and ending December 31, 2021.
2. Within the initial term, the Air and Sea show is subject to cancellation of the Agreement by a motion approved by the City Commission. The Applicant may also elect to terminate the agreement during the term prior to the August 1st of the year preceding the next Air and Sea Show Event.
3. In the event the Air and Sea Show is canceled by the City, the City shall not produce or permit the production of an air and sea show on the City's beach for two (2) calendar years.
4. The City will provide all necessary personnel to provide public safety at the Event Site and Event Impact Areas. These services shall include without limitation crowd control, traffic management, fire rescue, ocean rescue, emergency medical services, and police services.
5. City shall be responsible for initial expenses up to the amounts associated with Memorial Day Weekend for the immediately preceding calendar year, adjusted annually for either (1) wage increases for personnel for the foregoing City departments or (2) inflation utilizing the United States Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers; U.S. City average (1982-84=100), whichever is lower, for the Event (the "City's Initial Contribution"). Applicant shall be responsible for all City's costs and expenses above the City's Initial Contribution up to the maximum not-to-exceed amount of $200,000, with City and Applicant to be mutually responsible for all costs in excess thereof.
6. In the event that the Applicant requires any additional services or expansion of services, the Applicant shall be responsible for the payment of all costs and expenses to the City.
7. The Applicant shall be the responsible party for obtaining commitment of resources, sponsors, subcontractors and finances. The City shall approval all sponsors of the Event, all goods and services to be promoted, and all items to be distributed, sold, or given away. The Applicant agrees to list the City of Miami Beach as a co-sponsor of the Event on all promotional material and advertising for the Event.
8. The City shall be responsible for all clean-up costs and expenses associated with the removal of trash and debris that accumulates on any portion of Event Site, or in the designated Event Impact Areas.
9. It will be the responsibility of Applicant to arrange, coordinate, and pay for all parking at City facilities and any transit services from these facilities to the Event Site. All proposed shuttle routes and bus stops shall be approved by the City Manager as part of the MOT Plan.
10. Applicant agrees to secure a bond in an amount equal to one hundred and ten percent (110%) of the estimated cost of services for the Applicant requested additional services or expansion of services requested by Applicant, for the Event including, without limitation, public safety, maintenance, cleanup, utility connections, breakdown and removal, storage and repair or replacement of

property.

Historically, the City has enacted enhanced staffing during Memorial Day Weekend. With the enhanced staffing already in place, the City will provide all necessary personnel to provide public safety at the Event Site and Event Impact Areas. These services shall include without limitation crowd control, traffic management, fire rescue, ocean rescue, emergency medical services, and police services. In the event that the Applicant requires any additional services or expansion of services, the Applicant shall be responsible for the payment of all costs and expenses to the City.

CONCULSION

As directed by the City Commission on September 2, 2015, the Administration has negotiated the attached Agreement with A National Salute to America's Heroes, LLC for an Air and Sea Show beginning in 2017 during Memorial Day Weekend. The Agreement is being presented for your consideration.

JLM/KGB/MAS/VP

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RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE SUBSTANTIVE TERMS, AS SET FORTH IN THE DRAFT AGREEMENT ATTACHED AS EXHIBIT "A" TO THIS RESOLUTION, BETWEEN THE CITY AND A NATIONAL SALUTE TO AMERICA'S HEROES, LLC (APPLICANT), FOR THE PRODUCTION OF AN AIRCRAFT FLIGHT DEMONSTRATION AND AQUATIC SHOW WITH ANCILLARY ACTIVITIES SUCH AS ENTERTAINMENT, EXHIBITS, CONCESSION SALES, COMMENCING ON JANUARY 1, 2016, AND ENDING ON DECEMBER 31, 2021; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND FINALIZE THE AGREEMENT BASED ON THE APPROVED TERMS SET FORTH HEREIN, AND, FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FINAL AGREEMENT UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS, PROVIDED THAT IN THE EVENT THAT THE CITY AND APPLICANT DEEM IT NECESSARY TO INCLUDE ANY NEW SUBSTANTIVE TERMS (WHICH ARE NOT CONTAINED IN THE ATTACHED DRAFT AGREEMENT) THEN SUCH NEW SUBSTANTIVE TERMS SHALL BE SUBJECT TO PRIOR APPROVAL BY THE MAYOR AND CITY COMMISSION BEFORE FINAL EXECUTION THEREOF.

WHEREAS, Applicant has requested approval from the City to conduct its aircraft flight demonstration and aquatic show with ancillary activities such as entertainment, exhibits, souvenir sales and refreshment sales (hereinafter referred to collectively as the "Air and Sea Show" or "Event"); and

WHEREAS, City has been advised that, due to the scope and magnitude of the proposed Air and Sea Show, Applicant desires a contract with City for an initial term of five (5) years so that Applicant can appropriately plan the commitment of resources, sponsors, subcontractors and finances; and

WHEREAS, City recognizes that the Event is a unique branded event requiring significant capital and time investment and, as such, is willing to enter into a draft agreement with Applicant, subject to the terms and conditions contained in the attached Exhibit "A," and subject further to the conditions contained in this Resolution with respect to negotiation of the final Agreement.

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 substantive terms, as set forth in the draft agreement attached as Exhibit "A" to this Resolution, between the City and A National Salute To America's Heroes, LLC (Applicant), for the production of an aircraft flight demonstration and aquatic show with ancillary activities such as entertainment, exhibits, concession sales, commencing on January 1, 2016, and ending on December 31, 2021; authorizing the City Manager to negotiate and finalize the agreement based on the approved terms

set forth herein, and, further authorizing the Mayor and City Clerk to execute the final agreement upon conclusion of successful negotiations, provided that in the event that the City and applicant deem it necessary to include any new substantive terms (which are not contained in the attached draft agreement) then such new substantive terms shall be subject to prior approval by the Mayor and City Commission before final execution thereof.

PASSED and **ADOPTED** this 14th day of October, 2015.

Philip Levine, Mayor

ATTESTED BY:

Rafael E. Granado, City Clerk

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APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney RAP 10/6/15 Date

AGREEMENT

THIS AGREEMENT is entered into on this _____ day of _____, 2015,

between

THE CITY OF MIAMI BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "City",

and

A National Salute to America's Heroes, LLC, a Florida Limited Liability Company hereinafter referred to as "Applicant".

WHEREAS, Applicant has requested approval from the City to conduct its aircraft flight demonstration and aquatic show with ancillary activities such as entertainment, exhibits, souvenir sales and refreshment sales (hereinafter referred to collectively as the "Air and Sea Show" or "Event").

WHEREAS, City has been advised that, due to the scope and magnitude of the proposed Air and Sea Show, Applicant desires a contract with City for an initial term of five (5) years so that Applicant can appropriately plan the commitment of resources, sponsors, subcontractors and finances.

WHEREAS, City recognizes that the Event is a unique branded event requiring significant capital and time investment and, as such, is willing to enter in to this agreement with Applicant, subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. RECITALS INCORPORATED. The foregoing recitals are incorporated herein by reference.

2. DEFINITIONS. For the purposes of this Agreement, the Definitions set forth below are agreed upon by the parties:

a. "Agreement*' means this Agreement between the City and Applicant, including all of the attached and/or referenced Exhibits, as the same may be amended from time to time, in writing signed by both parties and with any such amendment, as to the City, further subject to the approval of the Mayor and City Commission.

b. "Applicant" means A National Salute to America's Heroes, LLC, a Florida Limited Liability Company authorized to do business in the State of Florida.

c. "City" means the City of Miami Beach, Florida, a municipal corporation of the State of Florida.

d. "Contract Administrator" means, as to City, the City Manager or his designee, and, as to Applicant, the Manager of A National Salute to America's Heroes, LLC, or

his/her designee. In the day to day oversight and administration of this Agreement, and except where otherwise provided herein, contrasted with the parties may rely upon instructions or determinations made by the respective Contract Administrators. The Contract Administrators may not make any change to this Agreement without the approval of a written amendment to this Agreement, executed by City and Applicant and, as to City, further subject to the prior approval of the Mayor and City Commission.

e. "City Manager" means the City of Miami Beach's City Manager or his or her designee.

f. "City Commission" means the City of Miami Beach City Commission.

g. "Event Impact Areas" means the areas outside the Event Site that are directly impacted by the Event. The Event Impact Areas shall be determined by the City Manager, in his sole and responsible discretion; provided, however, that the City Manager may (but shall not be obligated to) consult with Applicant prior to making his determination. In the event of a disagreement between Applicant and the City regarding the Event Impact Areas, the City Manager's decision shall be final and binding upon the parties as to the determined Event Impact Areas.

h. "Event Period" means the dates of Memorial Day Weekend annually. The Air and Sea Show shall take place annually on Memorial Day Weekend over a three-day period beginning on a Friday and ending on a Sunday. The Applicant may utilize the Thursday immediately preceding the Event as a practice day for performers and equipment utilized or performing during the Event. No concessions or hospitality tents shall be operating or open during the practice day. The Event Period may be revised upon the mutual consent of the City Manager and the Applicant, and, if revised, any new Event period shall be memorialized as a formal written amendment to this Agreement, and shall be subject to approval by the City Commission.

i. "Breakdown" shall mean the use of heavy equipment, machinery or vehicles which use backup alarms in the deconstruction of the Event structures in a manner that may produce noise or otherwise disturb area residents. The term Breakdown shall not include the clean-up or wind-down of Event operations in a manner that does not involve heavy equipment and machinery.

j. "Event Site" means, the area within the City used to hold the Event and shall generally refer to the area east of Ocean Drive, from 5th Street – 15th Street; as more specifically described in Exhibit "A" hereto.

k. "Maintenance of Traffic Plan" shall have the meaning given to such term in Section 6.

l. "Public Safety Plan" shall have the meaning given to such term in Section 5.

m. "Repair" shall mean any work (including all third party labor, supplies, materials and equipment) reasonably necessary to repair, restore, or replace any property, equipment, building, structure, ,or any other component within the Event Site, if such work is necessitated by any damage or destruction caused by (i) the acts or omissions of the Applicant and/or its employees, contractors, subcontractors,

and/or agents; and/or (ii) the acts or omissions of third parties, including licensees or invitees of the Applicant.

n. "Restricted Event Area" shall mean the restricted area located within the Event Site utilized by Applicant for command and control, landing zone, operations, and hospitality.

o. "Event Site Plan" shall have the meaning given to such term in Section 4.

p. "Term" shall have the meaning given to such term in Section 21.

3. PERMISSION TO USE, Subject to the terms and conditions in this Agreement, Applicant shall be entitled to use the Event Site, in order to conduct its Air and Sea Show. The actual extent of the area within the Event Site to be used shall be limited by the water line and the Maintenance of Traffic ("MOT") Plan. The right to use the Event Site shall not imply that the Applicant is allowed to close streets and transportation corridors that are defined as part of the Event Site, unless such closures are approved, in writing, by the City Manager, in his sole and reasonable discretion.

The City Manager or his designee shall have the right to approve or deny the use of all promotional materials and advertising for the Event, which approval shall not be unreasonably withheld. If, upon review, the City Manager or his designee denies the use of certain promotional materials, the City shall identify with specificity the basis for such denial, and the Applicant shall use best efforts to remove the specifically restricted materials.

Applicant agrees to list the City of Miami Beach as a co-sponsor of the Event on all promotional material and advertising for the Event.

The parties agree that alcohol shall only be permitted in the Restricted Event Area. Applicant's alcohol sales during the Event shall be governed in accordance with all applicable Florida Statutes and sections of the City of Miami Beach Code of Ordinances.

4. CITY SPECIAL EVENT PERMIT APPLICATION: Not less than one hundred twenty (120) days prior to the first day of the Event Period, Applicant shall complete and submit a Special Event Application and provide the City with the following:

a. For the Event Site, a detailed Site Plan for the Event showing locations that will be designated for Applicant's exclusive use (including, without limitation the Restricted Event Area), detailing the locations of any tents, sanitary facilities, parking, stages, booths, concessions, alcoholic beverage service areas, etc. and the boundary lines, including those down to the waterline (as allowed by law), of any fences, barriers etc. to be constructed at the Event Site, and (the times when such borders, fences and/or facilities will be constructed, operated and dismantled. The Site Plan shall be subject to the review and approval by the appropriate City departments. After review by the appropriate City departments, the final proposed Site Plan shall be subject to the review and written approval of the City Manager. A final inspection will be conducted by the City immediately prior to the Event to ensure that the location of all tents, booths, sanitary facilities, stages, etc. are in accordance with the City approved Site Plan and all Applicable Laws. The City approved Site Plan shall be incorporated into this Agreement as Exhibit "D" hereto.

b. A description of all activities and events to occur at the Event Site, (including, without limitation, the Restricted Event Area) including permissible activities and any maintenance of the waterline fence, barrier, and/or borders during the Event.

c. The cellular and business phone numbers of the individuals in charge of the various aspects of the Event.

d. Copies of all appropriate permits and licenses required by the City. These permits include, but are not limited to, permits necessary for tents, merchandise, food and beverage vendors, and electrical connections.

e. All sponsors of the Event, all goods and services to be promoted, and all items to be distributed, sold, or given away must have the prior written approval of the City Manager, which approval if given at all, shall be at the City Manager's sole discretion.

f. Applicant shall provide any other deliverable required by the City Manager, whether same is required pursuant to the City's Special Event Rules and Regulations, which are attached and incorporated as Exhibit "__" hereto, or whether required in order to safeguard and ensure the health, safety, and welfare of the City's residents and visitors during the Event Period.

5. PUBLIC SAFETY PLAN FOR THE EVENT. Because of the physical size of the Event and the number of people that may attend, City shall arrange for all necessary personnel, at City's expense and further in such type, manner and number, as it may be determined by the City Manager, in his sole and reasonable discretional judgement, to ensure the appropriate level of public safety at the Event Site and Event Impact Areas, but not for the Restricted Event Area, which shall be provided at Applicant's expense. The parties may consult with each other in regard to the levels of security, including the scaling down of such services for the set up and tear down of the Event. Applicant is required to provide signage, and will set up and remove such signage at no cost to the City.

a. The Applicant shall provide a Public Safety Plan for the City Manager's review and approval, no later than one hundred and twenty (120) days prior to the date of the Event. This plan shall include, but not be limited to, the Applicant's planned actions to respond to and mitigate various potential criminal and/or emergency incidents which may occur during the Event. The Applicant's Public Safety Plan shall be subject to review and approval by the City Manager. After receiving the Public Safety Plan from the Applicant, the City shall work with the Applicant in order to properly determine the number of personnel necessary to effectively and efficiently carry out the Public Safety Plan. The City shall develop an anticipated budget for the Public Safety Plan and other City services, and provide the anticipated budget to the City Manager. The City Manager shall have the absolute sole right and discretion to approve the Public Safety Plan, including any revisions or adjustments thereto. In the event of a disagreement between Applicant and the City regarding the number of personnel required for the Public Safety Plan and the anticipated budget of the Public Safety Plan, the City Manager's decision shall be final. The final City approved Public Safety Plan shall be attached and incorporated as Exhibit "B" to this Agreement.

b. Applicant shall make arrangements with the appropriate City department(s) to provide police, fire, ocean rescue and EMS protection. These arrangements must be reviewed and approved by the City.

c. The parties will act in good faith to keep the other party notified of the latest information and any new developments or incidents that might cause additional public safety personnel to be deployed to the Event.

d. In addition to the City approved Public Safety Plan, the City's Police and Fire Departments will author separate comprehensive Incident Action/Operational Plans specific to their duties. Such plans will take into consideration several factors, to include nationally accepted event planning and management guidelines utilizing the National Incident Management System (NIMS) and the Incident Command System (ICS). These plans will be fluid up until the conclusion of the event and may change based on real time intelligence, threat information, and other such inputs. Local representatives and agents from the Federal Bureau of Investigation (FBI) Special Events Unit, the Department of Homeland Security (DHS), Navy Criminal Investigative Service (NCIS), and other public safety partners will assist in determining the level and magnitude rating of this event, advise of any potential national security considerations, and provide intelligence gathering and event threat assessment assistance. Due to the sensitive security and safety implications of such plans, they will be kept confidential, accessible to City officials, Police/Fire personnel and Applicant only and shall not be available for public or media distribution.

e. The cost for any additional services or expansion of services requested by Applicant, in writing, beyond the services being provided by City for the Event, including the Event Site and Event Impact Areas, as established in the Event Permit Application, shall be an expense to Applicant and City shall be paid for all costs and expenses in association with any such additional or expansion of services provided to Applicant. Expansion of services means enhancements of activities, any changes in the type of activities provided or changes in parameters of Event or the Event Impact Areas or the Event Site, caused by or requested by Applicant, including physical location and boundaries that result in an increase in the City's cost to provide all necessary services.

f. Should Applicant request non-critical public safety services, such as a police escort, or if such services are beyond the City's ability to provide, Applicant may make such arrangements and coordinate these services with the City. The cost for these additional services shall be an expense to Applicant, and all such costs and expenses shall be paid to City within the time frame as set forth in Section 19, Reimbursement of Costs and Expenses.

g. In the event of an emergency or disaster during the Event, at the Event site or as a direct result from the Event activities, that requires public safety resources beyond the City approved Public Safety Plan, it shall be the responsibility of the Applicant to reimburse the City's reasonable additional cost to respond to such emergency or disaster. This section shall not apply to any natural disaster, act of terrorism, or act of God that may occur at the Event Site during the Event including, without limitation, a hurricane, lightning strike, tornado or any other such causes whatsoever beyond the control of the parties and unrelated to the Event

6. STREET CLOSINGS: The City Manager reserves the right, at his sole discretion, to approve all street closings, including those streets and transportation corridors that are defined as part of the Event Site, in association with the Event, and any requests for street closings shall be included with the MOT Plan that is submitted by Applicant. Applicant agrees to coordinate and make the appropriate arrangements with any merchants or residents affected by any street closures to ensure they are provided sufficient and reasonable access to their businesses and residences.

a. Not less than one hundred and twenty (120) days prior to the date of the Event, Applicant shall provide to the City a MOT Plan for the City Manager's review and approval. The City approved MOT Plan shall be incorporated into this Agreement as Exhibit "C," containing a construction and automotive and pedestrian traffic flow schedule detailing the opening and closing times for all streets, lanes, pedestrian walkways and/or traffic corridors and outlining the use of any and all variable message signs for the City's review and approval. No street, lane or traffic corridor closures will be permitted unless included in the City approved MOT Plan. Applicant agrees to provide the City with emergency access to all areas included in the Event Site. Applicant acknowledges that traffic control plans shall accommodate the ingress and egress to residences during the course of the Event.

7. PARKING AND TRANSIT SERVICES: It will be the responsibility of Applicant to arrange, coordinate, and pay for all parking at City facilities and any transit services from these facilities to the Event Site. All proposed shuttle routes and bus stops shall be approved by the City Manager as part of the MOT Plan. City agrees to invoice Applicant at the approved special event parking rate for any public metered parking spaces that are removed from public use as requested by the Applicant and approved by the City Manager. All parking lot requests must be in writing at least ninety (90) days in advance of the Event. An estimate of parking charges will be provided to Applicant no more than fourteen (14) days after receiving written requests. Applicant understands that the approved special event parking rate is a daily rate and may not be prorated.

8. MAINTENANCE OF EVENT SITE AND EVENT IMPACT AREAS:

a. Applicant shall be responsible for and shall provide sufficient temporary public sanitary facilities as to meet the requirements established by the City. Applicant shall provide daily service of the facilities at all times during the Event Period. The cost of such temporary public sanitary facilities shall be an expense to Applicant and all costs and expenses for facilities furnished by the City to Applicant shall be paid to City within the time frame as set forth in Section 19, Reimbursement of Cost and Expenses. Applicant shall not be responsible to pay for clean-up of City public rest room facilities.

b. The City shall be responsible for all clean-up costs and expenses associated with the removal of trash and debris that accumulates on any portion of Event Site, or in the designated Event Impact Areas. Applicant shall be responsible for all clean-up costs and expenses associated with the removal of trash and debris that accumulates on any portion of the Restricted Event Area. All trash shall be collected and removed throughout the Event with final clean-up being completed within 24 hours of the Event completion. The requirement to remove trash and debris includes street sweeping. The City will be responsible for and pay for all costs associated with trash and debris removal within the Event Site and Event Impact Areas.

c. In the event the Applicant wishes to utilize temporary mobile cellular communication service boosting) towers, which can also benefit public safety by increasing the E-911 capabilities of the specific service provider, the Applicant must notify the City Police and Fire Departments and agrees that the contracted equipment provider with whom they procure such equipment, services etc. will work closely with the City Radio Engineers to confirm the temporary towers will not interfere with the City or County public safety radio frequencies.

9. CONSTRUCTION OF FACILITIES, STRUCTURES, CANOPIES, TENTS AND CONCESSION STANDS;

a. Applicant shall be allowed to construct and maintain, on the Event Site, such facilities and structures that are necessary for the Event including, but not limited to, fences, barriers, grandstands and signs, as approved by the City Manager and at such locations as approved by the City Manager.

b. All such structures, facilities, concession stands and canopies erected on an agreed upon date after consultation with the City's Special Event staff, and deliveries related thereto, can be made to the Event Site, provided however that Applicant shall be entitled to set up no later than the Monday prior to the Event. All such structures must be removed within seventy-two (72) hours following the conclusion of the Event. Applicant shall be permitted to erect canopies, tents, stages and/or concession stands to sell additional merchandise for the Event at City-approved locations within the Event Site. Any setup or tear down of such structures, shall be in accordance with the City's Noise Ordinance.

c. Applicant is hereby granted permission to erect canopies, tents, and concession stands, at such locations in accordance with the approved Site Plan. It is further agreed and specifically understood that permission to erect such canopies, tents and concession stands, is conditioned upon Applicant complying with the following:

(1) Applicant shall obtain approval by the City Fire Department and file with its application evidence that such canopies, tents, awnings and/or concession stands which are to be used during the period of time encompassed by this Agreement are of fireproof material and will not constitute a fire hazard. City's Building Department must review and approve the proposed use of any temporary structure used in association with the Event in accordance with the standard criteria as outlined in the City's Code of Ordinances and Florida Building Code.

d. All construction, installations and services, including electrical hook-ups, shall be made at Applicant's expense and approved in advance by the City's Building Department. If electricity is required, Applicant shall negotiate arrangements for such service with the City or a licensed contractor. This cost shall be an expense to Applicant and, if furnished by City, shall be paid to City within the time frame as set forth in Section 19, Reimbursement of Costs and Expenses.

e. Unless Applicant receives prior specific written permission by the City Manager, no construction or installations shall involve the use of stakes or other material that may

break the surface or deface any infrastructure such as asphalt, concrete, brick or any plant material.

f. Applicant shall provide all day access passes to the necessary City staff required to work the Event. Applicant and City will agree to the list of passes that will be distributed for the Event at least ten (10) days prior to the Event. Additionally, Applicant shall provide an operations tent to be utilized by the City Manager during the Event days. Location of this operations tent shall be determined by the City Manager.

10. MAINTENANCE OF AND PAYMENT FOR DAMAGE TO PROPERTY: Regardless of the cause, Applicant shall be responsible for any damage to any and all property located or situated within the Restricted Event Area and the Event Site. It is further agreed that City shall inspect the Restricted Event Area and Event Site for damage no later than the Wednesday immediately following the Event, and, if as a result of said inspection, damage is found to exist, City shall furnish Applicant with a written report of such damage by the close of business within fourteen (14) days following the Event. The report shall state the cost to be paid by Applicant to remedy the damage. This cost shall be paid by Applicant within fourteen (14) days after Applicant receives the City's report.

11. SECURITY: All construction materials, equipment, goods, signs and any other personal property of Applicant shall be protected solely by Applicant. Applicant acknowledges and agrees that City assumes no responsibility whatsoever for any such item and that the security and protection of any such item from theft, vandalism, the elements, acts of God, or any other cause, are strictly the responsibility of Applicant.

12. SUBLEASES ASSIGNMENTS, OR TRANSFERS: Applicant shall not assign, sublease or transfer any of its obligations or rights under this Agreement, in whole or in part, to any person. The foregoing notwithstanding, the City acknowledges that Applicant will have subcontractors providing services to Applicant in order for Applicant to effectuate this Agreement and the hiring of such subcontractors shall not be a violation of this paragraph.

13. LICENSES AND PERMITS; COPYRIGHTS, PATENTS AND TRADEMARKS: At least fifteen (15) days prior to the annual Event, Applicant agrees to secure and pay for all licenses, permits or other governmental approvals that may be required by any governmental agency having jurisdiction over the Event Site or any aspect of the Event, including, without limitation, any approval required by the City, Miami-Dade County, State of Florida and/or any agency of the U.S. government, and shall also be responsible for obtaining an incidental take permit for the protection of sea turtles issued by the appropriate governmental agency. Additionally, if Applicant intends to use any item which is or may be protected from infringement, such as but without limitation, copyrights, patents and trademarks, if requested by City, Applicant shall provide City fifteen (15) days in advance of the first date of property use, evidence showing mat the applicable licenses, permits and/or permission have been secured and, if applicable, all fees have been paid in full by Applicant The provisions of this paragraph specifically apply to the American Society of Composers, Authors and Publishers ("ASCAP"), Broadcast Music Incorporated ("BMI") and any other similar organization mat may require written permission and payment of a fee for use of protected material. Applicant shall ensure that all performance payments required to be made under such licenses are made promptly and directly to the licensing organizations. Copies of all said licenses or reports shall be submitted to City upon request In the event Applicant fails to submit the licenses or reports as required herein or the documentation is not satisfactory to City, Applicant shall be responsible for payment to City for all license fees incurred by the City in connection with the

Event City shall have no responsibilities to any performing rights licensing organizations for any performance during the Event.

14. STANDARDS OF CONDUCT; COMPLIANCE WITH RULES, REGULATIONS, ORDINANCES: Applicant agrees that at all times it will conduct its activities with full regard for public safety and will observe and abide by all federal, state and local laws, the federal and state constitutions, and all rules, regulations and ordinances of City and any other governmental agency having jurisdiction including, without limitation, those relating to noise, building, zoning, gambling, fire protection, liquor regulation, sanitation and food facilities and hours of operation. Applicant shall further take all precautions and use due care to conduct its operations in a safe and prudent manner with respect to its agents, employees and visitors to the Event.

15. INSURANCE: The applicant shall provide and maintain at all times during the term of any contract, without cost or expense to the City, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the City All required insurance will be placed with carriers licensed to do business in the State of Florida, having agents upon whom service of process may be made in the State of Florida, insuring the applicant against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the applicant under the terms and provisions of the contract. The applicant is responsible for timely provision of certificate(s) of insurance to the City at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies shall remain in full force and effect during the Event and shall specifically include those times of setup and breakdown in connection with the Event. Such policies of insurance, and confirming certificates of insurance, shall insure the applicant is in accordance with the following minimum limits:

a. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

b. Liquor Liability with the following minimum limits and coverage:

Each Occurrence	$1,000,000
Annual Aggregate	$1,000,000

c. Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

d. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the applicant must provide a notarized statement that if he or she is injured; he or she will not hold the City responsible for any payment or compensation.

e. Employers Liability insurance with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employee	$1,000,000
Disease-Policy Limit	$1,000,000

f. Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

The City of Miami Beach shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the City of any change, cancellation, or nonrenewal of the provided insurance. It is the applicant's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Applicant to certify compliance, on the certificate of insurance, with all of the above requirements, then the Applicant is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate holder shall be:

The City of Miami Beach'
1700 Convention Center Drive
Miami Beach, FL 33139

Certificates of insurance shall evidence a waiver of subrogation in favor of the City, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the City.

Applicant is required to confirm that each vendor of the Applicant carry insurance coverage that meet or exceed the conditions paragraphs A-F and that the same limits apply to any and all vendors the Applicant uses for the Event. Applicant further confirms that Applicant's insurance will apply as excess over any other

valid and collectible coverage of their vendors. Said limits may be provided by purchase of an umbrella or excess policy.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the City. At the option of the City, the insurer shall reduce or eliminate such self-insured retentions or the applicant or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The City shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the applicant and/or sub-contractor providing such insurance.

If Applicant fails to deliver an insurance certificate, the City's failure to request delivery shall in no way be construed as a waiver of Applicant's obligation to provide the insurance coverage specified herein. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the City of any insurance supplied by the applicant or Vendor(s), nor a failure to disapprove that insurance, shall relieve the applicant or Vendor(s) of full responsibility for liability, damages, and accidents as set forth herein.

16. INDEMNIFICATION AND HOLD HARMLESS: Applicant shall indemnify, defend and hold harmless City, its officers, agents, and/or employees, against any and all damages, claims, losses, liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) caused by, in connection with, arising out of, or resulting from the use of the Event Site, or caused by, in connection with, arising out of, or resulting from any act by Applicant, its partners, employees, officers, contractors, and/or agents done in the performance of this Agreement. If called upon by City, Applicant shall defend not only itself, but also City in connection with any such claim, at Applicant's expense, and at no expense whatsoever to City. Applicant further agrees to defend, indemnify, save and hold harmless the City and the City's officers, agents, and employees from any claim, suit, loss, cost or expense or any damages arising out of or relating to Applicant's failure to obtain all necessary performing rights and licenses for the event (BMI, ASCAP, etc.).

17. REIMBURSEMENT OF EXPENSES: The City and Applicant shall be responsible for the costs and expenses associated with Police, Fire, Ocean Rescue, EMS and Sanitation services within the Event Site and Event Impact Area, as provided herein. City shall be responsible for initial expenses up to the amounts associated with Memorial Day Weekend for the immediately preceding calendar year, adjusted annually for either (1) wage increases for personnel for the foregoing City departments or (2) inflation utilizing the United States Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers; U.S. City average (1982-84=100), whichever is lower, for the Event (the "City's Initial Contribution"). Applicant shall be responsible for all City's costs and expenses above the City's Initial Contribution up to the maximum not-to-exceed amount of $200,000, with City and Applicant to be mutually responsible for all costs in excess thereof. Applicant shall reimburse City for any amounts due under this Agreement within fourteen (14) days of receipt of any invoice from City. The Applicant has the right to request an audit of any amounts being billed to Applicant under this Agreement. This audit will break down all charges and their related costs.

18. BOND:

a. Applicant agrees to secure a bond in an amount equal to one hundred and ten percent (110%) of the estimated cost of services for the Applicant requested additional services or expansion of services requested by Applicant, for the Event including, without limitation, public safety, maintenance, cleanup, utility connections, breakdown and removal, storage and repair or replacement of property. City reserves the right to approve the bonding company or institution issuing the bond and the instrument shall be kept in full force and effect for the period of the Agreement.

b. No later than thirty (30) days prior to the date of permission from City to first use the Event Site, Applicant shall provide the City with a valid payment bond in the amount specified above. The bond shall be written by a corporate surety company holding a Certificate of Authority from the Secretary of Treasury of the United States, executed and issued by a resident agent licensed by and having an office in the State of Florida, representing such corporate surety, providing that if Applicant fails to duly pay for any labor, materials, or other supplies used by Applicant, the surety will pay the same in the amount not exceeding the sum provided in such bond. Applicant shall also have the option to escrow the funds in an amount equal to one hundred and ten percent (110%) of the cost of reimbursement for City services ("Obligated Amount") in which case a bond would not be required by the City. The Obligated Amount shall be placed into the City to be held in escrow under the terms and conditions hereinafter set forth ("Escrow Deposit").

c. The City's Chief Financial Officer shall be the Escrow Agent, the Escrow Agent shall promptly deposit, retain and disburse the Escrow Deposit in accordance with the terms hereof or as may be directed in writing by both the Applicant and City Manager on behalf of the City or as may be directed by a court of competent jurisdiction.

d. If the Escrow Agent is in doubt as to his or her duties, the Escrow Agent shall retain the Escrow Deposit until Applicant and City, through its City Manager, collectively agree in writing to the disposition of the funds or until a court of competent jurisdiction has adjudicated the rights of Applicant and the City.

e. Any suit between Applicant and City where Escrow Agent is made a party because of acting as Escrow Agent, or in any suit where Escrow Agent interpleads the Escrow Deposit, Escrow Agent shall recover reasonable attorney's fees and costs from the Escrow Deposit, as between Applicant and City, and such fees and costs shall be charged and assessed against the non-prevailing party.

f. The parties agree that the Escrow Agent shall not be liable to any party or person for misdelivery of the Escrow Deposit or any portion thereof to Applicant or City, unless misdelivery is due to willful breach of the terms hereof or gross negligence on the part of Escrow Agent.

19. Use by Applicant of the Property shall be coordinated by the City Manager or his designee. The City Manager or designee shall have authority to suspend all or any part of the activities of Applicant when, in the City Manager's opinion, such activities may be or are detrimental to the public or to the City, or if the City has reason to believe any law or ordinance is being violated by Applicant, its agents or employees, which conduct is not corrected within forty eight (48) hours of written notice to Applicant. City reserves the right through the City Manager to suspend or terminate use of the Property if visitors become unruly, and to reject any sponsor, presentation, material or item which is or may be, in the sole opinion of the City Manager, hazardous, offensive, immoral or disparaging to the image of the City, or to any person or group of persons. The decision of the City Manager in such regard shall be final, binding and conclusive, but shall not be arbitrarily exercised.

20. TERM AND TERMINATION: The City hereby grants to the Applicant the exclusive right and privilege to conduct the Air and Sea Show annually for an initial period of five (5) years, subject to the following conditions:

a. The Applicant may conduct the Air and Sea Show annually for the term of this Agreement, unless the City should decide to discontinue the Air and Sea Show with notice to the Applicant. The only method for cancellation of the Agreement is by Motion approved by the City Commission. The City shall notify the Applicant of its intent to cancel the Air and Sea Show prior to July 30 of the year preceding the next scheduled Air and Sea Show. However, in all instances City shall have ninety (90) days from the date the last Air and Sea Show ends to notify Applicant of its intent to cancel. Applicant shall be given fourteen (14) days' notice of the City Commission meeting at which such cancellation shall be determined. If City elects to discontinue, City shall not produce or permit the production of an air and sea show on City's beach for two (2) calendar years after the year the last Air and Sea Show is produced by the Applicant.

b. The Applicant may elect, during the term of this Agreement, to terminate this Agreement and no longer conduct the Air and Sea Show. If the Applicant elects to terminate this Agreement, the Applicant shall notify the City in writing of such election prior to the July 15 of the year preceding the next Air and Sea Show Event. If the Applicant elects not to conduct the Air and Sea Show in a particular year or elects not to seek an extension of the terms of this Agreement, this Agreement will automatically terminate.

21. GOVERNING LAW AND ATTORNEY'S FEES: This Agreement shall be governed by the laws of the State of Florida, with venue lying in Miami-Dade County. In the event of any dispute which arises out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including bankruptcy and/or appeal if any.

22. ASSIGNMENT: No assignment of the rights, interest or obligation under this Agreement shall be made by either party without the written consent of the other.

23. AMENDMENT: No modification amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

24. EXTENT OF AGREEMENT: This Agreement represents the entire and integrated Agreement between City and Applicant and supercedes all prior negotiations, representations or agreements either written or oral.

25. NOTICE: Whenever any party desires to give notice to any other party, it must be given by written notice sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place designated below and the place so designated shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the parties designate the following as the respective places for giving notice:

CITY:

City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: City Manager

APPLICANT:

A National Salute to America's Heroes, LLC, a Florida Limited Liability Company
c/o Michael I. Kotler, Esquire
54 SW Boca Raton Boulevard
Boca Raton, Florida 33432

26. CORPORATE STATUS: This Agreement shall automatically terminate if, within thirty (30) days from execution of this Agreement, Applicant does not provide City with proper certification from the State of Florida that Applicant has registered to do business in the State of Florida.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

CITY OF MIAMI BEACH, FLORIDA

_____
Rafael E. Granado, City Clerk

_____
Philip Levine, Mayor

Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ADMINISTRATION TO EXECUTE AN AGREEMENT WITH ETC INSTITUTE FOR COMMUNITY SATISFACTION SURVEY SERVICES

Key Intended Outcome Supported:

Ensure a universal culture of high-quality customer service is driving the conduct of the city commission and all city employees; Streamline the delivery of services through all departments

Supporting Data: N/A

Item Summary/Recommendation:

In alignment with the strategic planning process, as adopted by Commission, through Resolution 2006-26341, the City has engaged a professional consulting company to conduct bi-annual Community Surveys since 2005. The surveys will be conducted by telephone to a statistically valid sample of residents and businesses in the City of Miami Beach to gauge community satisfaction in selected areas.

The proposed vendor, ETC Institute, has facilitated community surveys in more than 500 cities and counties including both Ft. Lauderdale, Coral Springs, Miami-Dade County, and Broward County with outstanding reviews. This organization will also provide an additional GIS mapping service that was not offered by the previous vendor to provide more accurate data and perceptions in each part of the city.

Pursuant to Miami Beach City Code, Section 2-312, professional services are unique in their nature and are not subject to competition. ETC Institute qualifies as a management consulting firm, and therefore, is exempt from the competitive requirements.

Financial Information:

Source of Funds		Amount	Account
General Fund		$85,000	011-9322-000367

City Clerk's Office Legislative Tracking:

John Woodruff, OBPI Director, ext. 6224

Sign-Offs:

Department Director	Assistant City Manager	City Manager

MIAMIBEACH

AGENDA ITEM R7I
DATE 12-9-15

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: December 9, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ADMINISTRATION TO EXECUTE AN AGREEMENT WITH ETC INSTITUTE FOR COMMUNITY SATISFACTION SURVEY SERVICES.**

BACKGROUND

The purpose of this Letter to Commission is to provide evidence supporting the authorization of the administration to execute an agreement with ETC Institute to conduct the 2016 Community Satisfaction Surveys to residents and business owners.

In 2005, the City formalized the performance-based approach for allocating resources based both on the City's Strategic Plan priorities and on supporting department work plans based on the City's Excellence Model. The City's Excellence Model is a strategic measurement-based model for continuous improvement. It is driven by the City's Vision, with priorities established at the strategic level based on customer input and environmental scan information.

A key component of this process is the Community Satisfaction Survey. The first sets of community surveys were conducted in 2005 and 2007. These were followed by focus groups in 2006 and 2008 to get more in-depth information on issues identified through the surveys. Additional surveys were conducted in 2009, 2012, and 2014. Questions posed in the Community Satisfaction Surveys cover each of our City's priority areas in a brief phone survey asking approximately 88 questions to residents and 95 questions to business owners.

ANALYSIS

The proposed 2016 residential and business surveys will be the sixth set of comprehensive statistically valid community satisfaction surveys since 2005. The 2016 survey will build upon previous surveys in that many questions asked in previous studies will be included in the 2016 study allowing comparisons to be analyzed through historic trends. With new initiatives and priorities evolving over time, additional questions have been proposed addressing transportation, sea-level rise, sustainability, and resiliency.

The administration has entered into negotiations with a new vendor, ETC Institute, a market research consulting firm, which has specialized in the design and administration of market research for governmental organizations since 1982. ETC Institute has conducted research for more major U.S. communities than any other firm, including Broward County, Ft. Lauderdale, Miami-Dade-County, Tamarac, and Coral Springs. Both Ft. Lauderdale and Miami-Dade County have indicated extreme satisfaction with the results of previously conducted surveys and have recommended them as a reputable firm to engage.

In order to provide the most exhaustive and representative feedback our City government receives from residents and businesses, ETC Institute's contract addresses improvements in technology which will enable the City to further pinpoint strategic direction. The large sample size proposed (1,800 residents and 1,000 businesses) will produce minimal sampling errors and will be benchmarked with national and regional benchmarking data for more than 80 types of local government services. Additionally, ETC Institute will develop Importance-Satisfaction matrices to display the perceived importance of core services against the perceived quality of service delivery. This feature along with GIS mapping, which will allow for generation of maps to visually show how satisfied residents and business owners are with the delivery of services in different parts of the city, are some of the features ETC Institute provides that were not offered by previous consulting firms.

ETC Institute, is identified as a management consulting firm, and in pursuance with Section 2-312, Miami Beach City code, such professional services are unique in their nature and are not subject to competition, and therefore is exempt from the competitive requirements

CONCLUSION

The intended purpose of the Community Satisfaction Surveys is to gather crucial data on general feedback and input from our residents and businesses on their level of satisfaction with the services we provide, refine and develop priority areas for our organization, and produce actionable recommendations for improvements to our services. The administration recommends executing the negotiated contract with ETC Institute which provides for strict adherence to an agreed upon deliverable schedule to ensure timely delivery of data and in-depth presentations on all survey information.

JLM/JW/KEG
JW KG

RESOLUTION TO BE SUBMITTED

MIAMIBEACH
City of Miami Beach ,1700 Convention Center Drive, Miami Beach, Florida33139, www.miamibeachfl.gov
OFFICE OF THE CITY ATTORNEY, Raul J. Aguila, 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
CITY CLERK RAFAEL E. GRANADO

FROM: **RAUL J. AGUILA**
CITY ATTORNEY

DATE: **DECEMBER 9, 2015**

SUBJECT: **RESOLUTION CALLING MARCH 15, 2016 SPECIAL ELECTION FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE OF THE CITY OF MIAMI BEACH, FLORIDA A QUESTION ASKING WHETHER CITY SHOULD LEASE 2.65-ACRE PROPERTY AT NORTHEAST CORNER OF 17TH STREET AND CONVENTION CENTER DRIVE TO PORTMAN MIAMI BEACH LLC FOR 99 YEARS, REQUIRING, PER RESOLUTION 2015-29115, CONSTRUCTION/OPERATION OF PRIVATELY-FUNDED 800 ROOM HOTEL WITH 288 FOOT HEIGHT LIMIT, CONNECTED TO CONVENTION CENTER VIA PEDESTRIAN SKYBRIDGE; NO GAMBLING; AND RENT TO CITY AFTER HOTEL OPENS, INCLUDING GREATER OF: MINIMUM RENT ($12,373,785 OVER FIRST TEN YEARS, ADJUSTED THEREAFTER) OR PERCENTAGE OF HOTEL'S REVENUES ANNUALLY**

The attached Resolution has been prepared calling for a City of Miami Beach Special Election to be held on March 15, 2016 for the purpose of submitting to the City's voters the following question pursuant to Section 1.03(b)(3) of the City Charter:

Referendum Re: Approval of City's
Lease of City Property for Convention Center Hotel

Should City lease 2.65-acre property at northeast corner of 17th Street and Convention Center Drive to Portman Miami Beach LLC for 99 years, requiring, per Resolution 2015-29115:

Agenda Item R7J
Date 12-9-15

- Construction/operation of privately-funded 800 room Hotel with 288 foot height limit[1], connected to Convention Center via pedestrian Skybridge.

- No gambling.

- Rent to City after Hotel opens, including greater of: minimum rent ($12,373,785 over first ten years, adjusted thereafter) or percentage of Hotel's revenues annually?

Section 1.03(b)(3) of the City Charter provides in pertinent part:

> The sale, exchange, conveyance or lease of ten years or longer of the following properties shall require approval by vote of at least sixty (60) percent of the City's voters voting thereon in a City-wide referendum: (1) *Convention Center Parking Lots:* All City-owned surface parking lots located in the Civic and Convention Center District, generally bounded by Lincoln Lane on the South, Washington Avenue on the East, Meridian Avenue on the West and Dade Boulevard on the North; (2) *Convention Center Campus:* All City-owned property, except for the Convention Center and Carl Fisher Club House, located within the Civic and Convention Center District (includes City Hall, 1701 Meridian Street, 555 17th Street, 21st Street Community Center, The Fillmore Miami Beach/Jackie Gleason Theater, and the 17th Street Parking Garage).

The proposed Leased Property is located within the Convention Center Campus, as defined by Section 1.03(b)(3). Following a first reading/public hearing on July 31, 2015, and a second reading/public hearing on September 2, 2015, the City Commission adopted Resolution 2015-29115, and approved the proposed Development and Ground Lease Agreement ("Lease"). The Lease delineates the conditions for the design, construction, equipping and operation of the Hotel on the Leased Property, with no City funding or financing therefor; provides for a 99-year term of the Leased Property once certain conditions are satisfied; prohibits gambling establishments on the Leased Property; and provides for annual base rent to the City, after the Hotel opens, of the greater of minimum fixed rent or a percentage of the gross operating revenues of the Hotel, among other rent.

In addition to the above-referenced question relating to approval of the Lease pursuant to the City Charter, on September 2, 2015, the City Commission approved Resolution

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[1] In accordance with the City's Land Development Regulations for the CCC Civic and Convention Center district, Exhibit E of the Lease previously contemplated that the maximum height of the hotel would not exceed 300 feet. Pursuant to Section 2.2 of the Lease, Portman and the City Manager have agreed that the maximum height of the hotel shall not exceed 288 feet.

No. 2015-29133, calling for a special election on March 15, 2016 for the voters to consider the following question:

> If voters approve City's Convention Center Hotel lease, shall City adopt an ordinance dedicating all rent payments received by City to enhance funding (not replace or substitute for current City funding), in equal proportions annually for the term of lease, for: mass transit and traffic reduction, pre-k through 12 education, stormwater projects (in lieu of rate increases), and undergrounding electric utilities, with any amendment/ repeal of such ordinance subject to voter referendum approval?

Any changes to the foregoing, other than to reschedule the date of such special election, would require a 5/7th vote of the City Commission.

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 March 15, 2016 ballot is December 22, 2015. Accordingly, this matter is timely presented to the City Commission and adoption of the attached Resolution may take place at today's meeting.

RJA/rap/ag

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA CALLING FOR A MARCH 15, 2016 SPECIAL ELECTION, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE OF THE CITY OF MIAMI BEACH, FLORIDA A QUESTION ASKING WHETHER CITY SHOULD LEASE 2.65-ACRE PROPERTY AT NORTHEAST CORNER OF 17TH STREET AND CONVENTION CENTER DRIVE TO PORTMAN MIAMI BEACH LLC FOR 99 YEARS, REQUIRING, PER RESOLUTION 2015-29115, CONSTRUCTION/OPERATION OF PRIVATELY-FUNDED 800 ROOM HOTEL WITH 288 FOOT HEIGHT LIMIT, CONNECTED TO CONVENTION CENTER VIA PEDESTRIAN SKYBRIDGE; NO GAMBLING; AND RENT TO CITY AFTER HOTEL OPENS, INCLUDING GREATER OF: MINIMUM RENT ($12,373,785 OVER FIRST TEN YEARS, ADJUSTED THEREAFTER) OR PERCENTAGE OF HOTEL'S REVENUES ANNUALLY.

WHEREAS, following a duly noticed first reading/public hearing on July 31, 2015, and a duly noticed second reading/public hearing on September 2, 2015, the Mayor and City Commission of the City of Miami Beach, Florida adopted Resolution No. 2015-29115, a copy of which is attached hereto and incorporated by reference herein as composite Exhibit "A," approving a Development and Ground Lease Agreement with Portman Miami Beach, LLC for the development of an 800 room convention headquarter hotel and related facilities (the "Hotel"), on an approximately 2.65-acre site on the northeast corner of 17th Street and Convention Center Drive, 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"); and

WHEREAS, the Development and Ground Lease Agreement ("Lease"), attached hereto as Appendix 1 to Exhibit "A," delineates the conditions for the design, construction, equipping and operation of the Hotel on the Leased Property, with no City funding or financing therefor; provides for a 99-year term of the Leased Property once certain conditions are satisfied; prohibits gambling establishments on the Leased Property; and provides for annual base rent to the City, after the Hotel opens, of the greater of minimum fixed rent or a percentage of the gross operating revenues of the Hotel, among other rent; and

WHEREAS, pursuant to Section 1.03(b)(3) of the City Charter, the Lease is contingent upon and requires approval by vote of at least sixty (60) sixty percent of the voters voting thereon in a City-wide referendum; and

WHEREAS, pursuant to Resolution No. 2015-29115, the accompanying Lease attached as Appendix 1 to Exhibit "A," has been fully negotiated and is incorporated herein for the purpose of providing the public with full and complete information regarding the proposed Lease, in advance of the voter referendum required thereon.

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, March 15, 2016, 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 "B."

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 15th DAY OF MARCH, 2016, AT WHICH TIME THERE SHALL BE SUBMITTED TO THE DULY REGISTERED AND QUALIFIED VOTERS OF THE CITY OF MIAMI BEACH THE FOLLOWING QUESTION:

Referendum Re: Approval of
City's Lease of City Property for Convention Center Hotel

Should City lease 2.65-acre property at northeast corner of 17th Street and Convention Center Drive to Portman Miami Beach LLC for 99 years, requiring, per Resolution 2015-29115:

- Construction/operation of privately-funded 800 room Hotel with 288 foot height limit, connected to Convention Center via pedestrian Skybridge,
- No gambling,
- Rent to City after Hotel opens, including greater of: minimum rent ($12,373,785 over first ten years, adjusted thereafter) or percentage of Hotel's revenues annually?

_____ 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 March 15, 2016, hereby called, shall be in substantially the following form, to-wit:

"OFFICIAL BALLOT"

Referendum Re: Approval of City's Lease of City Property for Convention Center Hotel

Should City lease 2.65-acre property at northeast corner of 17th Street and Convention Center Drive to Portman Miami Beach LLC for 99 years, requiring, per Resolution 2015-29115:

- Construction/operation of privately-funded 800 room Hotel with 288 foot height limit, connected to Convention Center via pedestrian Skybridge,
- No gambling,
- Rent to City after Hotel opens, including greater of: minimum rent ($12,373,785 over first ten years, adjusted thereafter) or percentage of Hotel's revenues annually?

_____ 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 _____, 2016. 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 ballot measure set forth above in this Resolution 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:

RAFAEL E. GRANADO CITY CLERK	PHILIP LEVINE MAYOR

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney RAP 11/23/15 Date

EXHIBIT "A"

RESOLUTION NO. 2015-29115

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, FOLLOWING SECOND READING/PUBLIC HEARING, A DEVELOPMENT AND GROUND LEASE AGREEMENT, AS AUTHORIZED, RESPECTIVELY, UNDER SECTION 118-4 OF THE CITY CODE, SECTIONS 163.3220 - 163.3243, FLORIDA STATUTES, AND SECTION 82-37 OF THE CITY CODE, 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 ON THE NORTHEAST CORNER OF 17TH STREET AND CONVENTION CENTER DRIVE, 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 ANNUAL BASE RENT TO THE CITY, AFTER THE HOTEL OPENS, OF THE GREATER OF MINIMUM FIXED RENT OR A PERCENTAGE OF THE GROSS OPERATING REVENUES OF THE HOTEL, AMONG OTHER RENT.

WHEREAS, the Mayor and City Commission desire to promote economic development within the City of Miami Beach by attracting a more robust mix of conferences and conventions to the Miami Beach Convention Center ("MBCC" or "Convention Center"), including "fly-in" conferences and conventions drawing national and international attendance, that would reduce the MBCC's reliance on "drive-in" events that primarily attract local/commuter attendance; and

WHEREAS, in support of the foregoing and in an effort to maintain the competitiveness of the Convention Center as a local and regional asset that supports the South Florida tourism economy, the City is proceeding with the Miami Beach Convention Center Renovation and Expansion Project (the "MBCC Renovation Project"), a public construction project that includes a complete renovation of the MBCC, expansion of ballroom and auxiliary spaces, parking above portions of the MBCC, exterior landscaping, and creation of a 6.5 acre public park; and

WHEREAS, in addition to and separate from the MBCC Renovation Project, the City desires to attract more "fly-in" conferences and conventions to the MBCC through the development of a convention headquarter hotel that is (i) entirely privately-funded; (ii) sufficiently close to the Convention Center to serve as an "on-site" hotel option for conference

attendees; and (iii) large enough to provide the group room blocks necessary to support and secure national and international conferences and conventions at the Convention Center; and

WHEREAS, on November 19, 2014, the Mayor and City Commission adopted Resolution No. 2014-28836, approving an Amended and Restated Interlocal Cooperation Agreement between the City and Miami-Dade County ("County"), whereby, in recognition that a convention hotel in the proximity of the Convention Center will generate additional Convention Development Tax ("CDT") and resort tax revenues, the County has agreed to provide the City with up to $1,500,000 per year in an additional allocation of CDT revenues once a convention hotel opens, with such additional payments to the City continuing annually until 2048; and

WHEREAS, on January 27, 2015, the City Commission authorized the issuance of Request for Proposals No. 2015-103-ME for the Development of a Headquarter Convention Hotel Adjacent to the Miami Beach Convention Center (the RFP), with an opening date of April 10, 2015; and

WHEREAS, the RFP solicited proposals for the development of an approximately (but not to exceed) 800-room hotel and related hotel facilities (the "Hotel") on approximately 2.65 acres on the northeast corner of 17th Street and Convention Center Drive, 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, as described in Appendix 2 to the September 2, 2015 Commission Memorandum accompanying this Resolution (the "Leased Property"); and

WHEREAS, the City received proposals from the following firms: (1) Portman Holdings, LLC; and (2) Oxford Capital Group/RLB Swerdling ("Oxford Capital"); and

WHEREAS, on April 21, 2015, the City Manager notified Oxford Capital that its proposal was not responsive to the RFP's minimum requirements; and

WHEREAS, on April 29, 2015, the City Manager, via Letter to Commission (LTC) No. 176-2015, appointed an Evaluation Committee (the "Committee"), which convened on May 7, 2015 to interview the Portman Holdings team and consider its proposal; and

WHEREAS, on May 20, 2015, the Mayor and City Commission approved Resolution No. 2015-29029, authorizing the Administration to negotiate a Development and Ground Lease Agreement, including a Room Block Agreement (collectively, the "Lease") with Portman Holdings, LLC, with said Lease subject to prior approval by the Mayor and City Commission before the final execution thereof; and

WHEREAS, as contemplated by the City's initial lease template included in Addendum 3 of the RFP, and at the request of the City Administration and the City Attorney's Office, Portman Holdings has created a wholly-owned single-purpose limited liability company, Portman Miami Beach, LLC ("Portman") to serve as Lessee; and

WHEREAS, on June 3, 2015, the Finance and Citywide Projects Committee reviewed and approved the terms of the proposed Lease, as required pursuant to Section 82-37(a)(1) of the City Code; and

WHEREAS, the Planning Department has completed a planning analysis, attached as Appendix 5 to the September 2, 2015 Commission Memorandum accompanying this Resolution, using the criteria set forth in Section 82-39 of the City Code; and

WHEREAS, the City has obtained an independent appraisal of the Leased Property, attached as Appendix 6 to the September 2, 2015 Commission Memorandum accompanying this Resolution, in accordance with Section 82-39(b) of the City Code; and

WHEREAS, as part of the Lease, Portman will also be seeking to enter into a development agreement with the City pursuant to Sections 163.3220 – 163.3243, Florida Statutes, to memorialize, among other provisions, the terms and conditions for the development of the Hotel Project (as hereinafter defined); and

WHEREAS, Sections 163.3220 – 163.3243, Florida Statutes, and Section 118-4 of the City's Code require two public hearings for a development agreement, and Section 82-37(a)(2) of the City Code also requires two readings of the proposed Lease, with the second reading to be accompanied by a public hearing; and

WHEREAS, the Administration and Portman have negotiated the Lease, attached as Appendix 1 to the September 2, 2015 Commission Memorandum accompanying this Resolution, and incorporated herein by reference; and

WHEREAS, the Administration and Portman have negotiated the Room Block Agreement, attached as Exhibit "L" to the Lease; and

WHEREAS, on July 31, 2015, following a duly noticed public hearing, the Mayor and City Commission approved the Lease at first reading; and

WHEREAS, the Lease provides, among other provisions, the following terms and conditions:

a. The Hotel will include approximately (but not to exceed) 800 rooms, up to 95,000 square feet of meeting facilities, up to 37,400 square feet of restaurant facilities, 320 parking spaces (.4 parking spaces per room, as required by the City's Land Development Regulations), the installation of all furniture, fixtures and equipment required for the Hotel, an overhead pedestrian walkway connecting the Hotel with the MBCC ("Skybridge"), and all supporting amenities and related facilities (collectively, the "Hotel Project"), with a maximum height for the Hotel Project of up to 300 feet (in accordance with the City's Land Development Regulations); and

b. Portman will be solely responsible for all costs and expenses to develop, design, construct, finance, equip and operate the Hotel Project, with no City funding or financing for the Hotel Project; and

c. The Lease includes the City's approval, in its proprietary capacity as owner of the Leased Property, of the preliminary concept design for the Hotel Project attached as Exhibit "E" to the Lease. Notwithstanding the preceding, and in further recognition that the design for the Hotel Project will evolve as part of the City's regulatory development process, including review and approval by the City's Design Review Board, the Lease also requires the City's approval of substantial design changes to the Hotel Project,

including any change that materially affects the exterior façade or other exterior elements of the Hotel Project; and

d. The term of the Lease is for a period of 99 years, commencing once Portman meets certain key milestones with respect to the development and financing of the Hotel Project (referred to in the Lease as Possession Conditions); and

e. The Leased Property cannot be used as a Gaming Establishment (i.e. casinos or other gambling or wagering activities), and Portman and/or subsequent owners of the Hotel Project cannot own, manage or operate a Gaming Establishment in Miami-Dade County. The Lease provides that the foregoing provisions cannot be amended without a 6/7th vote of the City Commission and approval by at least sixty percent (60%) of the voters voting thereon in a City-wide referendum; and

f. The Leased Property must be continuously operated as a Hotel. The hotel brand, or "flag" of the Hotel, must be an "Approved Brand," which may include Marriott, Westin, Omni, Hyatt Regency, Sheraton, La Meridien, Hilton, or any other brand approved by the City, in its sole discretion. The Hotel must be developed and operated so as to be able to obtain and continuously maintain a four-diamond rating from the American Automobile Association ("AAA") (the "Hotel Standards"); and

g. The Hotel Operator must either be an Approved Brand or a management company with a franchise agreement with an Approved Brand. The Hotel Operator must operate the Hotel in accordance with the Hotel Standards and must comply with the Room Block Agreement; and

h. As of the Rent Commencement Date (defined in the Lease as the later of (i) the Hotel's Opening Date, and (ii) the completion of construction at the MBCC such that the four main exhibition halls may be used for events), the City will receive, as annual Base Rent, the greater of (x) Minimum Fixed Rent (as specified in the Lease), or (y) a fixed percentage of the Gross Operating Revenues of the Hotel Project, with such Gross Operating Revenues defined to include all revenues and income from gross room sales, gross food and beverage sales (whether a food and beverage establishment is operated by Lessee or a Subtenant), catering receipts, internet services charges, in-room video charges, parking and valet service receipts, among other revenues; and

i. After the end of the Third Rent Year (as defined in the Lease) and for each year of the Term thereafter, the City will receive annual Base Rent, in the amount of the greater of (x) the Minimum Fixed Rent or (y) 2.5% of Gross Operating Revenues; and

j. The City will also receive, as Additional Base Rent, up to 2.5% of Gross Operating Revenues if certain projected Gross Operating Revenue hurdles/targets are exceeded; and

k. The City will also receive Transaction Rent, in the amount of a fixed percentage of the gross sales price of the first three Transfers of the Hotel Project that effect a sale of the entire Hotel Project or a transfer of a controlling interest (more than 50% interest) in the Lessee; provided that with the first such Transfer, Transaction Rent is only due if the gross sales price exceeds $580 million (or pro rata portion if the first Transfer is of a controlling interest in Lessee); and

l. With respect to all Transfers and, in particular, Transfers effecting a sale of the Hotel Project or a Controlling interest in Lessee, the City shall have the right to approve Transfers in accordance with the Acceptable Owner criteria and process outlined in Exhibit "A" of the Lease, including limitations with respect to Transfers to Foreign Instrumentalities; and

m. The City's rights and interest in the Lease, including with respect to all Rent payments, will not be subordinate to any debt, mortgage, lien or encumbrance placed on Portman's (or any subsequent owner's) interest in the Lease; and

n. Throughout the Term of the Lease, Portman (or any subsequent Lessee) must pay all applicable ad valorem taxes and other public charges, with no tax abatements or subsidies of any kind provided by the City; and

WHEREAS, if approved by the City Commission, the Lease is also subject to approval by vote of at least 60% of the voters voting thereon in a City-wide referendum, pursuant to Section 1.03(b)(3) of the City Charter.

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, following second reading/public hearing, a Development and Ground Lease Agreement, as authorized, respectively, under Section 118-4 of the City Code, Sections 163.3220 - 163.3243, Florida Statutes, and Section 82-37 of the City Code, 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 on the northeast corner of 17th Street and Convention Center Drive and 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 annual Base Rent to the City, after the Hotel opens, of the greater of Minimum Fixed Rent or a percentage of the Gross Operating Revenues of the Hotel, among other rent.

PASSED AND ADOPTED this 2 day of September 2015.

ATTEST:

9/2/15

Rafael E. Granado, City Clerk

MIAMI BEACH INCORPORATED MARCH 26TH 1915

Philip Levine, Mayor

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

8/21/15

City Attorney RAP Date

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

SECOND READING PUBLIC HEARING

DATE: September 2, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, FOLLOWING SECOND READING/PUBLIC HEARING, A DEVELOPMENT AND GROUND LEASE AGREEMENT, AS AUTHORIZED, RESPECTIVELY, UNDER SECTION 118-4 OF THE CITY CODE, SECTIONS 163.3220 - 163.3243, FLORIDA STATUTES, AND SECTION 82-37 OF THE CITY CODE, 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 ON THE NORTHEAST CORNER OF 17th STREET AND CONVENTION CENTER DRIVE, 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 ANNUAL BASE RENT TO THE CITY, AFTER THE HOTEL OPENS, OF THE GREATER OF MINIMUM FIXED RENT OR A PERCENTAGE OF THE GROSS OPERATING REVENUES OF THE HOTEL, AMONG OTHER RENT.**

BACKGROUND

On January 27, 2015, the City Commission authorized the issuance of Request for Proposals No. 2015-103-ME (the RFP) for the Development of a Convention Headquarter Hotel Adjacent to the Miami Beach Convention Center ("MBCC").

Agenda Item R7A
Date 9-2-15

On April 10, 2015, the City received proposals from Portman Holdings, LLC and Oxford Capital Group/RLB Swerdling ("Oxford Capital"). On April 21, 2015, the City Manager notified Oxford Capital that its proposal was not responsive to the RFP's minimum requirements.

On April 29, 2015, the City Manager, via Letter to Commission (LTC) No. 176-2015, appointed an Evaluation Committee, which convened on May 7, 2015, to interview the Portman Holdings team and score the proposal, consistent with the evaluation criteria outlined in the RFP.

On May 20, 2015, the Mayor and City Commission approved Resolution No. 2015-29029, authorizing the Administration to negotiate a Development and Ground Lease Agreement, including a Room Block Agreement (collectively, the "Lease") with Portman Holdings, LLC, with said Lease subject to prior approval by the Mayor and City Commission before the final execution thereof.

On June 3, 2015, the Administration submitted the proposed Lease for the Finance and Citywide Projects Committee's review and input, in accordance with the requirements of Section 82-37(a)(1) of the City Code.

On July 31, 2015, following a duly noticed public hearing, the City Commission approved the Lease on first reading (Agenda Item R7A).

ANALYSIS

Need for a Headquarter Hotel

The City of Miami Beach has been contending with the development of its convention events business for many years with limited success. In an effort to make the Miami Beach Convention Center ("MBCC or "Convention Center") more competitive, the City is proceeding with its MBCC Renovation and Expansion Project, a public construction project that is well underway and includes a complete renovation and expansion of the Convention Center, with construction anticipated to begin in December, 2015.

An adjacent, privately-funded, convention headquarter hotel is the next step in creating a highly competitive convention destination. The headquarter hotel will have a dramatic impact on the City. The following summarizes the key impacts:

- ***Competitive Landscape*** – Out of the 30 top U.S. convention destinations, Miami Beach is one of four that currently does not have a headquarter hotel attached or adjacent to its convention center. The other three cities include: Ft. Lauderdale, which is in the process of developing a hotel; Los Angeles, which is also in the process of developing a hotel; and New York, which does not need a headquarter hotel in view of the significant hotel inventory in the nearby Broadway District. With the addition of the headquarter hotel for the MBCC, Miami Beach will finally be competitive as a convention destination.

- ***Client Demands*** – The City and the Greater Miami Convention and Visitors Bureau (GMCVB) have reached out to the Convention Center's target market and continue to receive feedback that many convention planners will only consider Miami Beach for their event if there is an attached headquarter hotel. With a hotel, the City will finally have an opportunity to book these events.

- ***Center Bookings*** – Case studies in other destinations that have expanded/renovated their convention center, and developed a headquarter hotel, have shown material increases in convention bookings. Average convention room night impact increased 42%. The City and GMCVB are working through booking goals for the Convention Center, and are working toward increasing convention bookings from approximately 5 annually to 25 to 30 annually, not including Art Basel.

- ***Area Hotel Impact*** – City staff has studied the impact on existing hotels when a new convention hotel opens. In cities where new convention hotels have been developed, hotel room night demand exceeded the increase in room night supply within 1 to 3 years.

- ***Room Rate Driver*** - City staff has analyzed the times of year when Miami Beach realizes its highest hotel rates. Other than New Year's Eve and large sporting events, many of the high rate periods coincide with convention center events. More conventions booked means more high-rate periods, which means more hotel revenues, equating to more tax revenues that support City services.

- ***Traffic*** – While it is recognized that the development of an 800-room hotel will create more traffic in the immediate vicinity of the hotel, this is more than offset by changing the Convention Center's booking mix from "drive-in" consumer and trade shows to "fly-in" conferences and conventions. The study presented to the City Commission on December 18, 2014 indicated that an average consumer show generates 24,600 vehicle trips over a four-day period, and an average convention generates only 6,700 over a five-day period. Changing the Convention Center's event mix will have a profound positive impact on City-wide traffic.

- ***Lease Revenues*** – The net present value (NPV) of the proposed lease payments to the City approximate $74 million ($92,500 per room, $27.9 million per acre, $641 per square foot of land). The rent received by the City can be spent on general City needs, or dedicated to specific projects that are of importance to the City's residents. The price per room is consistent with the market. For a more detailed summary of the rent payments to the City, *see Summary of Development and Ground Lease Agreement, Item #9, on pages 6-8 of this Memorandum.*

- ***Contractual Room Block*** – One of the challenges with booking the Convention Center is that the City has no room block agreements with any hotels in the region, including large-scale hotels capable of providing large enough group room blocks to support convention events. Room commitments are critical to attracting premier conventions. The proposed Room Block Agreement, which is included as part of the Development and Ground Lease Agreement, requires the Hotel to commit 80% of its rooms to Citywide Events that are to occur at least 30 months in the future and, among other things, includes price protection to ensure a fair rate is offered. This is a game changer for Miami Beach. *See Summary of Development and Ground Lease Agreement, Item #13, on pages 8-9 of this Memorandum.*

- ***Tax Impact*** – The Hotel will pay hotel, resort and property taxes that go to the City. The net present value of the City taxes total $151 million over 30 years and $253 million over the 99-year lease term. These funds support both the Convention Center itself, and a number of other projects within the City. Public schools will receive an additional $40 million NPV from the Hotel, and the County an additional $87 million NPV.

- ***Increased Dedicated County Funding*** – Miami-Dade County is contractually obligated to increase its Convention Development Tax funding to the City of Miami Beach by up to $1.5 million annually through 2044 – ***only if a convention hotel is developed.*** This totals $36 million more to the City.

- ***Art in Public Places*** – Portman will contribute approximately $3.6 million to the City's Art in Public Places fund, which may be used for Art in Public Places projects throughout the City.

- ***Jobs*** - Strategic Advisory Group has estimated the hotel will create 530 local full-time equivalent jobs during its construction. Once open, the hotel is estimated to support 440 jobs at the hotel itself, and an additional 500 jobs directly and indirectly in support of the hotel's operation and by guest spending outside the hotel on restaurants, retail, entertainment and transportation.

- ***No Gambling*** – As detailed more fully below, the developer has agreed to the City's restrictions prohibiting gambling at the headquarter hotel, and a provision to prohibit the developer or a subsequent owner of the hotel from owning a gambling establishment within Miami-Dade County. *See Summary of Development and Ground Lease Agreement, Item #7, on page 6 of this Memorandum.*

- ***No City Subsidy*** – No City funds or City financing will be utilized in the development of the hotel. *See Summary of Development and Ground Lease Agreement, Item 2, on pages 4-5 of this Memorandum.*

As outlined above, the advantages of developing the proposed convention headquarter hotels are substantial and complement the City's investment in the MBCC Renovation and Expansion Project. I truly believe that our investment in the Convention Center, coupled with a new headquarter hotel, will catapult Miami Beach into a leadership position in the convention market. Failure to build an adjacent headquarter hotel will diminish the return on our investment in the Convention Center.

SUMMARY OF DEVELOPMENT AND GROUND LEASE AGREEMENT

The proposed Lease is attached hereto as **Appendix 1**. As contemplated by the RFP and at the request of the City Administration and City Attorney's Office, Portman Holdings has identified a wholly-owned single purpose limited liability company, Portman Miami Beach, LLC ("Portman") to serve as Lessee. The Lease includes the following terms:

1. Description of Hotel Site/Leased Property

The proposed boundaries for the leased property are described in Exhibit D to the Lease (the "Leased Property"). The Leased Property generally consists of an approximately 2.65 acres on the northeast corner of 17th Street and Convention Center Drive, 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. For ease of reference, the legal description and sketch for the Leased Property is separately included as **Appendix 2** hereto.

2. Development and Funding of Hotel Project at Portman's Sole Cost

Portman shall be solely responsible for the development, design, construction, equipping and operation of a full-service convention headquarter hotel with approximately (but not-to-exceed) 800

hotel rooms and related improvements ("Hotel"), including the design, construction and operation of an enclosed overhead pedestrian walkway or "Skybridge" connecting the Hotel and the MBCC (collectively, as described more fully in the Lease, the "Hotel Project"). The City shall not provide any City subsidy or City financing for the Hotel Project.

3. The Fillmore Miami Beach Rehearsal Room and 555 17th Street

The Fillmore Miami Beach at the Jackie Gleason Theater ("The Fillmore") will remain in place and operational during and after the Hotel Project construction. As part of its construction obligations, Portman will be responsible for demolition of the 555 17th Street property and The Fillmore's rehearsal or "black box" room, both of which are currently located on the Leased Property. Portman will also be responsible for certain Off-Site Improvements, including enclosure of the remaining portion of The Fillmore located outside the Leased Property, and the replacement of twenty-five (25) surface parking spaces for The Fillmore personnel.

4. Proposed Hotel Program

Consistent with the RFP requirements, Portman proposes to develop an 800-room convention headquarter hotel to include the following program elements:

Ballroom/Meeting Space	Sq. Feet	Food & Beverage	Seats
Grand Ballroom	26,500	3-meal	300
Junior Ballroom (2)	21,000	Lobby Lounge	180
Breakout Meeting	47,700	Pool Grille	130
Total	95,200	Rooftop	120
		Club Lounge	92
Parking Spaces	320	Café	40

The 320 parking spaces proposed adheres to the requirement in the RFP of 0.4 parking spaces per room (including ancillary uses) in accordance with the City's Land Development Regulations. The maximum height cannot exceed 300 feet, as permitted by the City's Land Development Regulations.

5. Lease Term

The term for the ground lease is a period of 99 years, commencing once certain development and financing conditions are satisfied, as set forth in Section 4.1(b) of the Lease ("Possession Conditions"). Specifically, the City will not deliver possession of the Leased Property to Portman until Portman has met certain key milestones and satisfied a number of conditions with regard to the development of the Hotel Project, including delivery of evidence that equity commitments and construction loan commitments required to build the Hotel Project are in place, verification that a management agreement with the initial Hotel Operator is in place, and evidence that all required governmental approvals for commencement of construction have been obtained.

6. Approval of Preliminary Design; Final Design Subject to City's Design Review Process
The Lease includes approval by the City, in its proprietary capacity as owner of the Leased Property, of the initial preliminary concept design for the Hotel Project attached as Exhibit E to the Lease. In recognition that the design for the Hotel Project will evolve as part of the development process, the Lease also requires City's approval of substantial design changes to the Hotel Project, including any change that materially affects the exterior façade or other exterior elements.

In addition, the final design for the Hotel Project shall be subject to review and approval by the City's Design Review Board and, if applicable, the Planning Board. Portman shall be required to obtain all final, non-appealable regulatory approvals and/or permits that may be required for the Hotel Project, in the same manner as may be applicable to any other developer.

7. Use Restrictions/No Gambling
The Lease contains a use restriction to prohibit gambling on the Leased Property. Portman and/or subsequent owners of the Hotel may not own, operate or manage any establishment offering gambling or wagering in Miami-Dade County. The Lease further provides that the foregoing provisions cannot be subsequently amended without a 6/7 vote of the City Commission, and approval by at least sixty percent (60%) of the voters voting thereon in a City-wide referendum.

8. Approved Brand/Hotel Operator
The Leased Property must be continuously operated as a Hotel. The hotel brand, or "flag" of the Hotel, must be an "Approved Brand," which may include national hotel operators such as Marriott, Westin, Omni, Hyatt Regency, Sheraton, La Meridien, Hilton, or any other brand approved by the City, in its sole discretion. The Hotel must be developed and operated so as to be able to obtain and continuously maintain a four-diamond rating from the American Automobile Association ("AAA") (the "Hotel Standards").

Portman has indicated it intends to consider national hotel brand/operators with an established and consistently maintained reputation for quality operations. Brands to be considered include Marriott, Marriott Marquis, JW Marriott, Westin, Omni, Hyatt Regency, and Hilton. The Hotel Operator must either be an Approved Brand or a management company with a franchise agreement with an Approved Brand. The Hotel Operator must operate the Hotel in accordance with the Hotel Standards and must comply with the Room Block Agreement, as set forth in Exhibit L of the Lease.

The initial brand/hotel operator selection is a condition which must be satisfied prior to City's delivery to Portman of possession of the Leased Property.

9. Annual Rent Payments to the City
The Lease broadly defines Gross Operating Revenues to include all revenues and income from the Hotel's gross room sales, gross food and beverage sales (whether a food and beverage establishment is operated by Lessee or a Subtenant), catering receipts, internet services charges, in-room video charges, parking and valet service receipts, among other revenues.

The Lease provides for Portman to make annual rent payments to the City, commencing upon the later of (i) the Hotel Opening Date and (ii) the completion of construction of the Convention Center such that the four main exhibition halls may be used for events (the "Rent Commencement Date").

Base Rent
As a general matter, the City will receive annual rent in the amount of the greater of (x) Minimum Fixed Rent (as defined in the Lease) or (y) Two and One Half percent (2.5%) of the Gross Operating Revenues of the Hotel, except with respect to the first three Rent Years, to account for the initial "ramp up" period for the Hotel, as summarized below.

In recognition that the first three years following the Hotel's opening represent a critical period for the establishment and success of a hotel operation, the City has agreed to receive, as Base Rent:

- 0.5% of the Gross Operating Revenues in the First Rent Year following the Rent Commencement Date (with the First Rent Year defined to commence on the Rent Commencement Date and end on December 31st of the year in which the first anniversary of the Rent Commencement Date occurs);
- 1.0% of the Gross Operating Revenues in the Second Rent Year year following the Rent Commencement Date; and
- 1.5% of the Gross Operating Revenues in the Third Rent Year following the Rent Commencement Date.

As noted above, after the end of the Third Rent Year, and for each remaining year of the Term thereafter, **the City shall receive, as Base Rent, the greater of the Minimum Fixed Rent or the fixed amount of 2.5% of the Gross Operating Revenues of the Hotel.**

Minimum Fixed Rent
The schedule of Minimum Fixed Rent payments for the first ten (10) years following the Rent Commencement Date is attached hereto as **Appendix 3**. These minimum guaranteed payments are included to provide the City with greater certainty for its internal planning/budgeting purposes as to the projected Lease revenues. Each year, the City will receive the greater of the Minimum Fixed Rent or the percentage of Gross Operating Revenues due to the City as set forth above, with the schedule of Minimum Fixed Rent to be re-calculated every ten (10) years.

Additional Base Rent
Portman has also agreed to pay the City Additional Base Rent if certain projected Gross Operating Revenue hurdles are exceeded. Beginning in the fourth year following the Rent Commencement Date, and continuing each year thereafter for the remainder of the Term, Portman has agreed to pay the City, as Additional Base Rent, the amount of 1.5% of Gross Revenues, if Gross Operating Revenues exceed a hurdle of 110% of the projected pro forma Fourth Year Gross Operating Revenues, with the hurdle to be adjusted for inflation annually. Portman has also agreed to pay the City, as Additional Base Rent, another 1.0% of Gross Operating Revenues, if Gross Operating Revenues exceed a hurdle of 125% of the Gross Revenues of the projected pro forma Fourth Year Gross Operating Revenues, with the hurdle to be adjusted for inflation annually.

Net Present Value of Base Rent Payments
Below is a table of the total and net present value ("NPV") of the Base Rent payments (excluding the Additional Base Rent):

	Over 30 Years		**Over 99 Years**	
	Total	**NPV @ 5%**	**Total**	**NPV @ 5%**
Minimum Fixed Rent	$53m	$21m	$417m	$35m
Variable Rent	59m	23m	466m	39m
Percentage Rent	$112m	$44m	$883m	$74m

The lease stream NPV of $74 million over the term of the Lease equates to $92,500 per room. The proposed rent structure and terms set forth above are based on labor cost assumptions Portman has made in connection with its ongoing discussions with a hospitality industry union.

10. Transaction Rent (For Sale of Hotel or Controlling Interest in Lessee)
Portman has proposed for the City to receive additional rent in connection with the first three sales of the Hotel to a third party, including a sale effected by a transfer of a Controlling interest in the Lessee (i.e., in excess of 50% interest in the Lessee). Under the Lease, the City is to receive, as Transaction Rent, the lesser of $2 million or 0.25% of the gross sales price for each such transaction, provided that with respect to the first sale, City shall only receive payment if the gross sales price is $580 million or higher.

11. Development Budget and Finance Plan
Portman has estimated the preliminary development budget to be $405.5 million and intends to finance the Hotel Project with an estimated 60% in debt and 40% in equity. Portman must provide a minimum equity contribution of $10 million and has indicated it plans to provide up to $17 million in equity, with the remaining equity to be funded by Portman institutional relationships. Portman has provided construction debt financing support letters from Regions Bank, PNC Bank, and an equity support letter for up to $130 million from NorthStar Realty Finance Limited Partnership and/or affiliates of NorthStar Asset Management Group, Inc.

12. Development Schedule
Portman is estimating the Hotel design to be complete in late 2016 and construction to be complete in late 2018 with the Hotel opening targeted to occur prior to Art Basel 2018. The Lease includes outside dates by which certain key development activities must take place, including an Outside Construction Loan Closing Date, Outside Construction Commencement Date, an Outside Completion Date, and an Outside Opening Date. The City may terminate the Lease if any of the outside dates are not met.

13. Room Block Agreement
Portman has agreed to the City's terms outlined in the City's proposed Room Block Agreement, which provides that a City-wide Event is an event requiring a three (3) night stay with at least 1,500 guest rooms on peak and with at least 115,000 gross square feet of MBCC space utilized for one day or more while the event is being held. A City-wide Event shall also include the annual Orange Bowl and any Super Bowl, even though they may not utilize the MBCC.

- For City-wide Events that are to occur at least 30 months in the future, Portman will make available eighty percent (80%) of all guest rooms (and associated suites), for up to 14

nights per calendar month. Portman can book rooms in excess of that amount at its discretion, at the rate of its choosing.

- For City-wide Events that are to occur between 18 and 30 months in the future, Portman will make available eighty percent (80%) of all guest rooms (and associated suites) if rooms and space are available, and will make available for City-wide Events eighty percent (80%) of all guest rooms (and associated suites) for one consecutive four (4) day period each month. Portman will determine the four (4) day period and will notify City on a monthly basis. Portman may book rooms in excess of that amount at its discretion.

- For up to fourteen (14) nights per month, City may elect to require the Hotel to offer room block pricing at 105% of Portman's average group room rates. In addition, for up to six (6) special events per year, City may elect to require the Hotel to offer room block pricing at 100% of Portman's average group room rates.

14. Other Lease Terms
    - Portman accepts the Leased Property in its "AS IS" condition.
    - The Lease delineates "Acceptable Owner" criteria and requires City review and/or approval of major transfers effecting a sale of the Hotel or Controlling Interest in Lessee, including transfers to Foreign Instrumentalities (foreign governments or Persons Controlled thereby).
    - City's rights and interest in the Lease will not be subordinate to any mortgage, lien or encumbrance placed on Portman's (or any subsequent owner's) interest in the Lease.
    - Portman is committed to supporting and encouraging the application of responsible wages and local employment of City and Miami-Dade County residents.
    - Portman is required to comply with the City's Art in Public Places program requirements set forth in the City Code, and must contribute 1.5% of the construction cost for the Hotel Project (approximately $3.6 million) to the Art in Public Places fund, which may be used for Art in Public Places projects throughout the City.
    - The Lease provides for duration of development rights for a limited period of six (6) years as to maximum hotel height, F.A.R., and parking requirements, after which time, any changes to the City's Land Development Regulations adopted after the Effective Date shall apply to Portman's development applications.
    - The Lease provides for arbitration of (i) disputes regarding any City disapproval of a proposed brand, (ii) development disputes arising prior to Opening Date, i.e. disputes involving City's disapproval of major modifications to the Approved Plans, etc.), or (iii) any City Manager disapproval of a proposed Transfer. Notwithstanding the preceding, any disapproval of a proposed Transfer, if such determination is made by the City Commission, shall not be subject to arbitration and the exclusive remedy lies in a court of competent jurisdiction in Miami-Dade County.
    - The Lease provides the City Manager with delegated authority, following consultation with City's CFO and City Attorney, to amend specific Lease provisions that impact lender rights, in an effort to timely accommodate lender financing. All other amendments subject to City Commission approval or further referendum approval, if applicable.
    - The Lease also includes a variety of other terms, including with respect to maintenance and repair obligations, insurance requirements, obligations to reconstruct the Hotel in the event

of force majeure or other casualty, indemnification in favor of the City, and remedies to the City in the event of default, including termination rights.

SUMMARY OF CHANGES MADE SINCE FIRST READING AND RESPONSE TO CITY COMMISSION COMMENTS AT FIRST READING

Commission-Requested Changes
At the July 31, 2015 City Commission meeting, Commissioners provided comments and requested that the Administration negotiate additional provisions to clarify (1) the nightclub use restriction; (2) that Lessee cannot receive any tax abatements/subsidies of any kind; (3) that Lessee cannot receive room block rebates or commissions from other Miami Beach hotels; and (4) that any amendments to the Base Rent and "no tax abatement" provisions will require another referendum requiring approval by sixty percent (60%) of the voters voting thereon. These Commission-requested changes are attached hereto as **Appendix 4**. Portman has agreed to all of the changes in Appendix 4.

Administration-Recommended Changes
The only remaining change to the Lease that has been negotiated since first reading relates to Section 4.2(e), which generally provides that the City will not develop another hotel project on City-owned or City-leased property from 5th Street to 41st Street for an initial term of years following the Hotel's opening. Section 4.2(e) has been revised so that the City does not contractually limit itself more than may be necessary with respect to potential future hotel developments on certain City-owned sites in the vicinity of the Convention Center, particularly as to the 17th Street Garage Site and oceanfront property on Collins Avenue between 21st and 22nd Streets (the "Collins Site"), where a hotel development, if one were planned, would likely constitute the highest and best use of such property.

Currently, the City Administration has no plans for development of any other hotel project on City-owned land, including but not limited to the Collins Site or the 17th Street Garage Site. The Administration recommends the foregoing provision in recognition that the initial years of the Hotel's operation will be critical to the Hotel's success and moreover, because as a practical matter, any other hotel development project on City-owned land would take years to plan, competitively solicit and approve in accordance with the City Charter and City Code (including, as applicable, approval by the voters in a City-wide referendum).

Single Purpose Entity
The City's initial lease template was released to proposers on March 4, 2015 via Addendum 3 to the RFP, and contemplated that a "single purpose entity" would lease and operate the Hotel Project. Specifically, "single purpose entity" was defined in the City's lease template as an entity that, through its organizational documents, will not "engage in any business other than owning, developing, leasing and operating the Hotel Project" and will not "acquire or own material assets other than the Hotel Project."

During negotiations, at the specific request of the City Administration and City Attorney's Office, Portman Holdings identified and created a single-purpose entity, Portman Miami Beach, LLC ("Portman"), a wholly-owned limited liability company of Portman Holdings, LLC, to serve as the Lessee. In addition, also as contemplated in the City's lease template, Portman Holdings, the initial Proposer to the RFP, is specifically listed in the Lease as an Affiliate of the Lessee, and is further listed in Appendix M as the sole owner of Portman Miami Beach, LLC.

Portman Miami Beach, LLC, far from serving as a "shell company" that will have no assets, will be the vehicle through which Portman Holdings raises the capital/equity commitments from investors for the Hotel Project estimated at $130-$160 million, and will be the entity that directly holds and owns the leasehold improvements, subject to the City's rights in and to the Lease and the property. The use of a single purpose entity to hold a real estate asset is standard in the industry and will serve to protect the City, as it ensures that the Hotel Project, as an asset located on City-owned land, is not commingled with other assets or affected by potential liabilities of other Portman-related operations or subsequent lessees.

OTHER

Planning Analysis
A planning analysis, as required by Section 82-38 of the City Code, is attached hereto as **Appendix 5**.

Appraisal
An appraisal of the Leased Property, as required by Section 82-39 of the City Code, is attached hereto as **Appendix 6**.

Public Revenue Impact
The Leased Property is currently a parking lot that generates $263,700 annually in revenues for the City, along with modest revenues paid to the City for the Fillmore's use of the rehearsal/"black box" room. If the site is developed with a hotel annual (year 4) lease and tax revenue generated is estimated to be $20.4 million. Over time the Hotel is estimated to generate:

- City: $369 million ($151 million NPV) over 30 years and $2.4 billion ($233 million NPV) over 99 years in lease payments, resort taxes, CRA revenues, property taxes and County CDT allocations to the City.
- County: $110 million ($42 million NPV) over 30 years and $1.25 billion ($87 million NPV) over 99 years in convention development taxes, local option sales taxes and property taxes.
- Schools: $60 million ($24 million NPV) over 30 years and $453 million ($40 million NPV) over 99 years in property taxes.
- State: $264 million ($107 million NPV) over 30 years and $2 billion ($176 million NPV) over 99 years in sales taxes.
- **Total: $810 million ($327 million NPV) over 30 years and $6.2 billion ($540 million NPV) over 99 years in lease payments and taxes.**

Refer to attached **Appendix 7**.

Voter Referendum Requirement
The Lease is contingent upon sixty percent (60%) voter approval in accordance with Section 1.03(b)(3) of the City Charter. The referendum is contemplated to occur on November 3, 2015. A resolution adopting the ballot question will accompany this item on the September 2, 2015 Commission agenda.

RECOMMENDATION

The Administration recommends that the Mayor and City Commission approve, following second reading/public hearing, the Development and Ground Lease Agreement ("Lease") between the City of Miami Beach and Portman Miami Beach, LLC, attached hereto as Appendix 1, as authorized, respectively, under Section 118-4 of the City Code, Sections 163.3220 – 163.3243, Florida Statutes, and Section 82-37(a)(ii) of the City Code , 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 on the northeast corner of 17th Street and Convention Center Drive, 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 annual Base Rent to the City after the Hotel opens, including the greater of Minimum Fixed Rent or a percentage of the Gross Operating Revenues of the Hotel, among other rent.

Exhibits:

Appendix 1: Development and Ground Lease Agreement
Appendix 2: Proposed boundaries for Leased Property
Appendix 3: Summary of Proposed Minimum Fixed Rent
Appendix 4: Commission-requested Changes
Appendix 5: Planning Analysis
Appendix 6: Appraisal
Appendix 7: Summary of Public Revenue Impact

JLM / MH

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2015-29115

APPENDIX 1

DEVELOPMENT AND GROUND LEASE AGREEMENT

between

PORTMAN MIAMI BEACH, LLC, a

Delaware limited liability company

and

CITY OF MIAMI BEACH, a

Florida municipal corporation

September 2, 2015

TABLE OF CONTENTS

ARTICLE I **2**
VOTER REFERENDUM, EFFECTIVE DATE AND DEFINITIONS **2**
SECTION 1.1. VOTER REFERENDUM REQUIREMENT 2
SECTION 1.2. EFFECTIVE DATE 2
SECTION 1.3. DEFINED TERMS 2
SECTION 1.4. EXHIBITS 18
SECTION 1.5. INTERPRETATION 18
ARTICLE II **18**
THE HOTEL PROJECT IMPROVEMENTS **18**
SECTION 2.1. DEVELOPMENT AND CONFORMITY OF PLANS 18
SECTION 2.2. APPROVED PLANS 18
SECTION 2.3. LESSEE'S HOTEL PROJECT OBLIGATIONS 19
SECTION 2.4. PAYMENT OF HOTEL PROJECT COSTS 20
SECTION 2.5. FINANCING MATTERS 20
SECTION 2.6. NO CLAIM FOR VALUE OF LESSEE IMPROVEMENTS 21
SECTION 2.7. SCHEDULE OF PERFORMANCE 21
SECTION 2.8. CONSTRUCTION OBLIGATIONS 21
SECTION 2.9. PROGRESS OF CONSTRUCTION/CITY'S REPRESENTATIVE 23
SECTION 2.10. DELIVERY OF PLANS 24
SECTION 2.11. CONNECTION OF BUILDINGS TO UTILITIES 24
SECTION 2.12. PERMITS AND APPROVALS 25
SECTION 2.13. CITY AND LESSEE TO JOIN IN CERTAIN ACTIONS 25
SECTION 2.14. COMPLIANCE WITH LAWS 25
SECTION 2.15. ALTERATIONS AND RENOVATIONS 25
SECTION 2.16. ART IN PUBLIC PLACES 25
ARTICLE III **25**
LAND USES AND DEVELOPMENT OBLIGATIONS **25**
SECTION 3.1. COVENANT REGARDING LAND USES 25
SECTION 3.2. APPLICATIONS FOR DEVELOPMENT APPROVALS AND DEVELOPMENT PERMITS 26
SECTION 3.3. CONCURRENCY 26
SECTION 3.4. COMPLIANCE WITH LOCAL REGULATIONS REGARDING DEVELOPMENT PERMITS 26
SECTION 3.5. CONSISTENCY WITH THE CITY'S COMPREHENSIVE PLAN 26
SECTION 3.6. PRESENTLY PERMITTED DEVELOPMENT 26
SECTION 3.7. PUBLIC FACILITIES TO SERVE THE LEASED PROPERTY 26
SECTION 3.8. PUBLIC RESERVATIONS, DEDICATIONS 26
SECTION 3.9. REQUIRED DEVELOPMENT PERMITS 26
SECTION 3.10. RESPONSIBLE WAGES AND LOCAL EMPLOYMENT 27
SECTION 3.11. LAWS GOVERNING THIS LEASE 27
SECTION 3.12. DURATION OF DEVELOPMENT RIGHTS 27
SECTION 3.13. LESSEE'S RIGHT OF TERMINATION 27
ARTICLE IV **27**
GENERAL TERMS OF LEASE **27**
SECTION 4.1. LEASE OF LEASED PROPERTY TO 27
SECTION 4.2. RESTRICTIVE COVENANTS 31
SECTION 4.3. REPRESENTATIONS 33
SECTION 4.4. RENT AND OTHER PAYMENTS 34
SECTION 4.5. COVENANTS FOR PAYMENT OF PUBLIC CHARGES BY LESSEE 38
ARTICLE V **40**
ASSIGNMENT **40**
SECTION 5.1. PURPOSE OF RESTRICTIONS ON TRANSFER 40
SECTION 5.2. TRANSFERS 40

SECTION 5.3. PERMITTED TRANSFERS 40
SECTION 5.4. TRANSFER REQUIRING CITY'S APPROVAL 41
SECTION 5.5. EFFECTIVENESS OF TRANSFERS 42
SECTION 5.6. SUBLETTING 42
ARTICLE VI 43
MORTGAGE FINANCING; RIGHTS OF MORTGAGEE AND LESSEE 43
SECTION 6.1. CONDITIONS OF FINANCING AND LEASEHOLD MORTGAGE 43
SECTION 6.2. NO WAIVER OF LESSEE'S OBLIGATIONS OR CITY'S RIGHTS 48
ARTICLE VII 49
REMEDIES; EVENTS OF DEFAULT 49
SECTION 7.1. DEFAULT BY LESSEE 49
SECTION 7.2. REMEDIES FOR LESSEE'S DEFAULT 52
SECTION 7.3. DEFAULT BY THE CITY 54
SECTION 7.4. FORCE MAJEURE AND ECONOMIC FORCE MAJEURE 55
SECTION 7.5. REMEDIES CUMULATIVE; WAIVER 55
SECTION 7.6. RIGHT TO CURE 55
SECTION 7.7. ROOM BLOCK AGREEMENT 56
SECTION 7.8. DISPUTE RESOLUTION 56
SECTION 7.9. EXPEDITED ARBITRATION OF DEVELOPMENT DISPUTES. 56
SECTION 7.10. DISPUTES REGARDING DISAPPROVAL OF A PROPOSED BRAND OR PROPOSED TRANSFEREE 58
SECTION 7.11. PLANS AND DATA 60
ARTICLE VILL 60
PROTECTION AGAINST MECHANICS' LIENS 60
AND OTHER CLAIMS; INDEMNIFICATION 60
SECTION 8.1. LESSEE'S DUTY TO KEEP PROJECT FREE OF LIENS 60
SECTION 8.2. CONTESTING LIENS 61
SECTION 8.3. INDEMNIFICATION 61
SECTION 8.4. ENVIRONMENTAL MATTERS 62
SECTION 8.5. LIMITATION OF CITY'S LIABILITY 64
ARTICLE IX 65
INSURANCE AND RECONSTRUCTION 65
SECTION 9.1. GENERAL INSURANCE PROVISIONS 65
SECTION 9.2. EVIDENCE OF INSURANCE 65
SECTION 9.3. REQUIRED COVERAGES 66
SECTION 9.4. PREMIUMS AND RENEWALS 67
SECTION 9.5. ADEQUACY OF INSURANCE COVERAGE 67
SECTION 9.6. CITY MAY PROCURE INSURANCE IF LESSEE FAILS TO DO SO 67
SECTION 9.7. EFFECT OF LOSS OR DAMAGE 67
SECTION 9.8. PROOF OF LOSS 68
SECTION 9.9. INSURANCE PROCEEDS 68
SECTION 9.10. RECONSTRUCTION 69
SECTION 9.11. WAIVER OF SUBROGATION 69
SECTION 9.12. INADEQUACY OF INSURANCE PROCEEDS 69
SECTION 9.13. NO CITY OBLIGATION TO PROVIDE PROPERTY INSURANCE 70
SECTION 9.14. COMPLIANCE 70
SECTION 9.15. RIGHT TO EXAMINE 70
SECTION 9.16. PERSONAL PROPERTY 70
ARTICLE X 70
CONDEMNATION 70
SECTION 10.1. COMPLETE CONDEMNATION 70
SECTION 10.2. PARTIAL CONDEMNATION 71
SECTION 10.3. RESTORATION AFTER CONDEMNATION 71
SECTION 10.4. TEMPORARY TAKING 71

SECTION 10.5. DETERMINATIONS 72
SECTION 10.6. PAYMENT OF FEES AND COSTS 72
ARTICLE XI 72
QUIET ENJOYMENT AND OWNERSHIP OF IMPROVEMENTS 72
SECTION 11.1. QUIET ENJOYMENT 72
SECTION 11.2. WASTE 72
SECTION 11.3. MAINTENANCE AND OPERATION OF IMPROVEMENTS 72
SECTION 11.4. OWNERSHIP OF IMPROVEMENTS DURING LEASE 73
SECTION 11.5. SURRENDER OF LEASED PROPERTY 73
ARTICLE XII 73
MAINTENANCE AND REPAIRS 73
SECTION 12.1. STANDARDS GENERALLY 73
SECTION 12.2. UTILITIES 73
SECTION 12.3. CLEANING 73
SECTION 12.4. REMOVAL OF TRASH 74
SECTION 12.5. MAINTENANCE AND REPAIRS 74
SECTION 12.6. EXCAVATION OF LAND 74
SECTION 12.7. WATER AND SEWERAGE SYSTEM 74
SECTION 12.8. INDUSTRIAL WASTE FACILITIES 75
SECTION 12.9. INSPECTIONS 75
SECTION 12.10. FAILURE OF LESSEE TO MAINTAIN 75
ARTICLE XIII 75
MANAGEMENT OF HOTEL 75
SECTION 13.1. HOTEL STANDARDS 75
SECTION 13.2. COVENANT TO CONTINUOUSLY OPERATE HOTEL 76
SECTION 13.3. HOTEL NAME 77
ARTICLE XIV 77
MISCELLANEOUS PROVISIONS 77
SECTION 14.1. NO PARTNERSHIP OR JOINT VENTURE 77
SECTION 14.2. RECORDING, DOCUMENTARY STAMPS 77
SECTION 14.3. FLORIDA AND LOCAL LAWS PREVAIL 77
SECTION 14.4. NO CONFLICTS OF INTEREST 78
SECTION 14.5. NOTICE 78
SECTION 14.6. ESTOPPEL CERTIFICATES 79
SECTION 14.7. PROVISIONS NOT MERGED WITH DEED 79
SECTION 14.8. TITLES OF ARTICLES AND SECTIONS 80
SECTION 14.9. COUNTERPARTS 80
SECTION 14.10. SUCCESSORS AND ASSIGNS; NO THIRD PARTY BENEFICIARIES 80
SECTION 14.11. ENTIRE AGREEMENT 80
SECTION 14.12. AMENDMENTS 80
SECTION 14.13. NON-SUBORDINATION OF CITY'S INTEREST 80
SECTION 14.14. CITY MANAGER'S DELEGATED AUTHORITY. 81
SECTION 14.15. HOLIDAYS 81
SECTION 14.16. NO BROKERS 81
SECTION 14.17. NO LIABILITY FOR APPROVALS AND INSPECTIONS 81
SECTION 14.18. RADON 81
SECTION 14.19. LESSEE ENTITY 81
SECTION 14.20. INFLATION ADJUSTMENTS 82
SECTION 14.21. STANDARD OF CONDUCT 82
SECTION 14.22. WAIVER OF CONSEQUENTIAL DAMAGES 82
SECTION 14.23. RESERVATION OF RIGHTS 82

List of Exhibits

EXHIBIT "A" Acceptable Owner Definition 85
EXHIBIT "B" Hotel Standards 90
EXHIBIT "C" Budgeted Improvement Costs 91
EXHIBIT "D" Legal Description of Hotel Site 92
EXHIBIT "E" Approved Plans 95
EXHIBIT "F" Schedule of Performance 122
EXHIBIT "G" Form of Easements 124
EXHIBIT "H" Presently Permitted Development 135
EXHIBIT "I" Public Facilities 136
EXHIBIT "J" Public Reservations and Dedications 137
EXHIBIT "K" Required Development Permits and Variances 138
EXHIBIT "L" Room Block Agreement 139
EXHIBIT "M" Ownership Interests in Lessee 165
EXHIBIT "N" Uniform System Summary of Operating Statement 166
EXHIBIT "O" Transaction Rent 169
EXHIBIT "P" Location of Geothermal System 170
EXHIBIT "Q" RESERVED 181
EXHIBIT "R" Minimum Fixed Rent 182
EXHIBIT "S" Mandatory Hotel Project Design Elements 183
EXHIBIT "T" Lessee's LLC Documents 184
EXHIBIT "U" Fillmore Theater Parking 187

DEVELOPMENT AND GROUND LEASE AGREEMENT

THIS DEVELOPMENT AND GROUND LEASE AGREEMENT ("Lease") is executed on the 2nd day of September, 2015, by and between the CITY OF MIAMI BEACH, FLORIDA, a municipal corporation (the "City") and PORTMAN MIAMI BEACH, LLC, a Delaware limited liability company (the "Lessee").

RECITALS:

A. The City has a material interest in maximizing the performance of the Miami Beach Convention Center (as hereinafter defined in Section 1.3) and encouraging convention and tourism business in the City. To further those goals, the City desires to facilitate development of an adjacent full service convention center headquarter hotel on real property owned by the City and described more fully in **Exhibit "D"** hereto, to be connected to the Convention Center by an enclosed overhead pedestrian Skybridge (as hereinafter defined in Section 1.3).

B. The City is a Florida municipal corporation with powers and authority conferred under the Florida Constitution, the Municipal Home Rule Powers Act set forth in Chapter 166 of the Florida Statutes, and the Miami Beach City Charter and Code of Ordinances (the "City Code"). The City has all governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal and governmental functions, and render municipal services, including the authority to adopt, implement and enforce (together with any other required Governmental Approvals) comprehensive plans, zoning ordinances, redevelopment plans, and other police power and legislative measures necessary to assure the health, safety and general welfare of the City and its inhabitants.

C. This Lease, among other things, is intended to and shall constitute a development agreement between the parties pursuant to Sections 163.3220-163.3243, Florida Statutes, the "Florida Local Government Development Agreement Act" and Section 118-4 of the City's Code.

D. On or about January 29, 2015, the City issued Request for Proposal No. 2015-103-ME, for the Development of a Convention Hotel Adjacent to the Miami Beach Convention Center ("RFP"). After a competitive RFP process, and the City having fully considered this Lease at two duly noticed public hearings in compliance with Section 163.3225 of the Act; having determined that the Hotel Project (as hereinafter defined in Section 1.3) and this Lease are in compliance with the City's Comprehensive Plan and Land Development Regulations (as each are hereinafter defined in Section 1.3) as of September 2, 2015; and having further determined that it is in the City's best interest to address the issues covered by this Lease in a comprehensive manner, in compliance with all applicable laws, ordinances, plans, rules and regulations of the City, the City has agreed to enter into this Lease with the Lessee, subject to the terms and conditions herein.

E. On September 2, 2015, the City Commission, by Resolution No. 2015-29115, approved the execution of this Lease.

NOW THEREFORE, for and in consideration of the foregoing, and of the mutual covenants and agreements contained herein, the parties agree as follows:

ARTICLE I
VOTER REFERENDUM, EFFECTIVE DATE AND DEFINITIONS

Section 1.1. Voter Referendum Requirement. The parties acknowledge and agree that, pursuant to Section 1.03(b)(3) of the City Code, this Lease and the obligations herein are subject to and contingent upon the approval of this Lease by vote of at least sixty percent (60%) of the voters voting thereon in a City-wide referendum ("Referendum"). In the event the Referendum is not successful, or if the ballot question is removed or election results are invalidated by a court of competent jurisdiction, this Lease shall be deemed null and void and the parties shall have no obligations or liabilities of any kind or nature whatsoever hereunder.

Section 1.2. Effective Date. If the Referendum is successful and all requirements of the City Code and applicable law are satisfied, this Lease shall be effective upon the City Commission's adoption of a resolution accepting the certification of the official results of the March 15, 2016 election with respect to the Referendum ("Effective Date").

Section 1.3. Defined Terms. As used herein the term:

"Acceptable Owner" has the meaning ascribed to it in **Exhibit "A"**.

"Additional Base Rent" shall have the meaning ascribed to it in Section 4.4(a).

"Additional Rent" means any and all payments required of Lessee to the City by the terms of this Lease other than Base Rent.

"Affiliate" means, regarding any Person:

(a) any other Person directly or indirectly Controlling, Controlled by or under common Control with such Person;

(b) any officer, director, general partner, member, manager or trustee of such Person; or

(c) any other Person who is an officer, director, general partner, member, manager or trustee of such Person described in clauses (a) or (b) of this sentence.

When used in reference to Lessee, for so long as Portman Holdings, LLC (or any of its Affiliates) holds an interest, directly or indirectly, in Lessee, "Affiliate" shall include any Person Controlling, Controlled by, or under common Control with Portman Holdings, LLC.

"Approval, Approve or Approved" means the written approval or consent of a Party, which unless otherwise specified herein by reference to "sole discretion" or words of similar effect, shall be commercially reasonable and made in good faith and with due diligence.

"Approved Brand" means (a) each of the following national hotel operators but only if its reputation for quality and quality of operation, at the time Lessee engages such operator, is generally known and recognized by the hotel industry as not having substantially declined, as of the time in question, in comparison to their reputation for quality and quality of operation as of the Effective Date: Marriott (i.e., the Marriott, Marriott Marquis or JW Marriott brands), Westin, Omni, Hyatt Regency, Sheraton, La Meridien, or Hilton, or (b) any other hotel operator Approved by City in its reasonable discretion.

"Approved Operator" means (a) any Approved Brand or (b) any management company approved by the Approved Brand to serve as the Hotel Operator pursuant to a franchise agreement with the Approved Brand.

"Approved Plans" means the renderings and diagrams attached hereto as **Exhibit "E"** depicting the Mandatory Hotel Project Design Elements (other than the Skybridge), which renderings and diagrams the City has Approved as of the Effective Date, as may be modified from time to time in accordance with the terms of this Lease.

"Approved Skybridge and Off-Site Improvements Plans" means the renderings and diagrams depicting the Skybridge and Off-Site Improvements to be Approved by the City Manager prior to the Possession Date, which, following Approval by the City Manager, may be modified from time to time in the same manner as the Approved Plans in accordance with the terms of this Lease. The Skybridge will have finishes consistent with the finishes in the connecting point in the Convention Center. The repairs to the Fillmore Theater as part of the Off-Site Improvements will be done consistently with the quality of the Fillmore Theater prior to the work being done by Lessee in connection with the Hotel Project.

"Arbitrator" shall have the meaning ascribed to it in Section 7.10(a).

"Assignment of Contracts and Agreements" means an assignment from Lessee, as assignor, to the City, as assignee, assigning in favor of the City all of Lessee's right, title and interest in and to all contracts and agreements (other than the Hotel Project General Construction Contract and the Assignment of Plans and Approvals) executed in connection with the design, construction and equipping of the Hotel Project prior to the Completion of Construction, including such contracts and agreements with design professionals, on a non-recourse basis without any warranties or representations from Lessee, which assignment shall be in form and substance reasonably satisfactory to the City (together with any necessary consents required in connection with such assignment), which assignment shall be an absolute assignment from Lessee to the City, provided that for so long as no Event of Default has occurred and is continuing hereunder, the City shall give Lessee a license of all such contracts and agreements, with the right to enforce all of the terms thereof, for the duration of the Term; provided, further that for so long as a First Leasehold Mortgage encumbers the Hotel Project, the City agrees to permit Lessee to make a pari passu assignment of such contracts and agreements to such First Leasehold

Mortgagee (which First Leasehold Mortgagee shall have priority with respect thereto pursuant to the non-disturbance and attornment agreement entered into pursuant to Section 6.1(b) hereof).

"Assignment of Hotel Project General Construction Contract" means an assignment from Lessee, as assignor, to the City, as assignee, assigning in favor of the City all of Lessee's right, title and interest in and to the Hotel Project General Construction Contract, which assignment shall include a duly executed consent by the Hotel Project General Contractor and shall otherwise be in form and substance reasonably satisfactory to the City (together with any necessary consents required in connection with such assignment), which assignment shall be an absolute assignment from Lessee to the City, provided that for so long as no Event of Default has occurred and is continuing hereunder, the City shall give Lessee a license of the Hotel Project General Construction Contract, with the right to enforce all of the terms thereof, for the duration of the Term; provided, further that for so long as a First Leasehold Mortgage encumbers the Hotel Project, the City agrees to permit Lessee to make a pari passu assignment of the Hotel Project General Construction Contract to such First Leasehold Mortgagee (which First Leasehold Mortgagee shall have priority with respect thereto pursuant to the non-disturbance and attornment agreement entered into pursuant to Section 6.1(b) hereof).

"Assignment of Plans and Approvals" means an assignment from Lessee, as assignor, to the City, as assignee, assigning in favor of the City all of Lessee's right, title and interest in and to all Approved Plans, designs, Governmental Approvals and other work product produced by Lessee and any other Person for use in the development, construction and operation of the Work, which assignment shall include a duly executed consent by each Person other than the Lessee having an interest in such Approved Plans, designs, Governmental Approvals and other work product and shall otherwise be in form and substance reasonably satisfactory to the City (together with any necessary consents required in connection with such assignment), which assignment shall be an absolute assignment from Lessee to the City, provided that for so long as no Event of Default has occurred and is continuing hereunder, the City shall give Lessee a license of all such Approved Plans, designs, Governmental Approvals and other work product assigned to the City for the duration of the Term; provided, further that for so long as a First Leasehold Mortgage encumbers the Hotel Project, the City agrees to permit Lessee to make a pari passu assignment of such Approved Plans, designs, Governmental Approvals and other work product to such First Leasehold Mortgagee (which First Leasehold Mortgagee shall have priority with respect thereto pursuant to the non-disturbance and attornment agreement entered into pursuant to Section 6.1(b) hereof).

"Audited Gross Operating Revenues Schedule" means a schedule prepared in accordance with GAAP and GAAS, and showing all Gross Operating Revenues for a Lease Year. Such Audited Gross Operating Revenues shall be based on Lessee's audited financial statements for such Lease Year.

"Bankruptcy Code" means Title 11 of the United States Code entitled "Bankruptcy," as amended.

"Base Rent" shall have the meaning ascribed to it in Section 4.4(a).

"Brand Approvals" means the written confirmation from the Initial Hotel Operator approving the design of the Hotel Project, and, prior to Opening, approving the FF&E to be installed in the Hotel Project.

"Budgeted Improvement Costs" means the estimated Improvement Costs as of the date hereof, as set forth in **Exhibit "C"**.

"Business Day" means a day other than a Saturday, a Sunday or a day on which the offices of the City, or national banks in Miami-Dade County, Florida are closed for business.

"Certificate of Occupancy" means a certificate of occupancy or certificate of completion, as applicable, for the buildings and structures on the Leased Property, and shall include any such certificate designated as "Temporary" in nature, provided it allows for occupancy of the Hotel by paying guests.

"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. In all respects hereunder, City's obligations and performance is pursuant to City's position as the owner of the Hotel Site acting in its proprietary capacity. In the event City exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances (including through the exercise of the City's building, fire, code enforcement, police department or otherwise) shall be deemed to have occurred pursuant to City's regulatory authority as a governmental body and shall not be attributable in any manner to City as a party to this Lease or in any way be deemed in conflict with, or a default under, the City's obligations hereunder.

"City Code" has the meaning ascribed to it in the recitals hereto.

"City Commission" shall mean the governing and legislative body of the City.

"City Delays" shall mean the number of days in which the City performs any obligation under Section 2.13 hereof in excess of the number of days set forth for such performance therein.

"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 with respect to any specific matter(s) concerning this Lease (exclusive of those authorizations reserved to the City Commission or regulatory or administrative bodies having jurisdiction over any matter(s) related to this Lease).

"City's Representative" has the meaning ascribed to it in Section 2.9(b).

"Commence Construction" or "Commencement of Construction" means, with respect to the Hotel Project, the commencement of bona-fide pouring of the concrete foundation for the Hotel Project, provided that the pour is completed in the ordinary course.

"Commencement of Construction of the MBCC Project" means the commencement of construction of the MBCC Project, as evidenced by the execution of the guaranteed maximum

price amendment to the construction contract between the City and Clark Construction Group, LLC and the issuance by the City of a notice to proceed thereunder.

"Complete Construction" or "Completion of Construction" means the date Lessee has completed the Hotel Project substantially in accordance with the requirements of the Approved Plans and all conditions of permits and regulatory agencies have been satisfied, all Governmental Authorities have issued a Certificate of Occupancy, the Hotel has been accepted by the Hotel Operator, and the Hotel Project is ready for occupancy, utilization and continuous commercial operation for the uses and purposes intended by this Lease, without material interference from incomplete or improperly completed Work, and substantially all of the FF&E required for the Opening Date has been purchased, delivered to and installed in the Hotel Project.

"Comprehensive Plan" means the comprehensive plan which the City Commission has adopted and implemented for the redevelopment and continuing development of the City pursuant to Chapter 163 Part II, of the Florida Statutes.

"Concurrency Requirements" shall have the meaning ascribed to it in Section 3.3.

"Construction Lender" means the Institutional Lender selected by Lessee to provide the Construction Loan.

"Construction Loan" means the loan or loans to be provided by the Construction Lender(s) to the Lessee for development and construction of the Hotel Project in an aggregate amount not more than 65% of the Budgeted Improvement Costs.

"Construction Loan Commitment" means a financing commitment by the Construction Lender that has been executed and delivered by and between Lessee and the Construction Lender(s) that confirms availability of the Construction Loan to fund the construction of the Hotel Project in accordance with the requirements of this Lease.

"Control," "Controlling" or "Controlled" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, by Governmental Requirements or otherwise, or the power to elect in excess of fifty percent (50%) of the directors, managers, general partners or other Persons exercising similar authority with respect to such Person (it being acknowledged that a Person shall not be deemed to lack Control of another Person even though certain decisions may be subject to "major decision" consent or approval rights of limited partners, shareholders or members, as applicable).

"Convention Center" means the Miami Beach Convention Center located at 1901 Convention Center Drive, Miami Beach, Florida, 33139.

"Corrective Action Work" has the meaning ascribed to it in Section 8.4(a)(vii).

"CPA" means a national firm of certified public accountants Approved by the City Manager, used by Lessee for the purpose of certifying the annual reports, its financial condition or for any other purpose specified herein.

"Credit Enhancement" means a credit enhancement with respect to, or guaranty of, the financing for the Hotel provided by a Hotel Operator, or an Affiliate thereof.

"Debt Service Coverage Ratio" means the ratio of: (i) Gross Operating Profit for the previous twelve (12) months; to (ii) the amount of Debt Service Payments actually required to be paid in such twelve (12) months. For example, if Gross Operating Revenues for a particular twelve (12) months equal $3,700,000, Project Expenses equal $1,000,000 and Debt Service Payments actually required to be paid equal $1,800,000, the Debt Service Coverage Ratio for that twelve (12) months would be 1.50.

"Debt Service Payments" means all principal, interest and other sums and amounts paid or payable by Lessee for or during the applicable or pertinent period, in connection with any debt secured by a Leasehold Mortgage.

"Default Rate" means an interest rate equal to five percent (5%) per annum above the highest annual prime rate (or base rate) published from time-to-time in The Wall Street Journal under the heading "Money Rates" or any successor heading as being the rate in effect for corporate loans at large U.S. money center commercial banks (whether or not such rate has actually been charged by any such bank) or if such rate is no longer published, then the highest annual rate charged from time-to-time at a large U.S. money center commercial bank, selected by the City, on short term, unsecured loans to its most creditworthy large corporate borrowers.

"Deficiency" shall have the meaning ascribed to it in Section 7.2(b)(ii).

"Development Arbitrator" shall have the meaning ascribed to it in Section 7.9(b).

"Development Dispute" means any dispute between Lessee and City (acting in its proprietary capacity) arising prior to the Opening Date with respect to (i) whether a modification to the Hotel Project is a substantial deviation from the Approved Plans or a Prohibited Hotel Project Change requiring City's Approval pursuant to Section 2.2; (ii) any contention that City has unreasonably failed to Approve modifications to the Approved Plans in accordance with this Lease; (iii) any contention that City has unreasonably failed to Approve the proposed Approved Skybridge and Off-Site Improvements Plans or modifications thereto in accordance with this Lease; (iv) any contention that City has unreasonably failed to Approve a Hotel Project General Contractor in accordance with Section 2.8(b); (v) any disagreement as to permitted delays in the Schedule of Performance pursuant to Section 2.7, or (vi) any disagreement as to the cost or scheduling impact of a change in the location of the geothermal system as provided in Section 2.11(c).

"Development Order" means any order granting, denying, or granting with conditions an application for a Development Permit.

"Development Permit" shall have the meaning set forth in Section 163.3221(5), Florida Statutes (2014).

"Economic Force Majeure" means economic or political conditions or events that materially impair access to debt or equity markets by developers for development of projects in the United States similar to the Hotel Project or allow a committed debt or equity participant to terminate its debt or equity commitment, such as a temporary or long term liquidity crisis or major recession.

"Effective Date" has the meaning ascribed to in Section 1.2.

"Environmental Condition" has the meaning ascribed to it in Section 8.4.

"Environmental Claim" has the meaning ascribed to it in Section 8.4.

"Environmental Laws" has the meaning ascribed to it in Section 8.4.

"Environmental Permit" has the meaning ascribed to it in Section 8.4.

"Environmental Requirements" has the meaning ascribed to it in Section 8.4.

"Equity Commitment" means the commitment of Lessee to contribute an amount in cash to pay Improvement Costs as may be necessary, at the time of determination, when combined with the Initial Hotel Operator Financial Commitment and the proceeds available under the Construction Loan and Mezzanine Loan, if any, to maintain the Hotel Project In Balance, a portion of which Equity Commitment shall be funded by the Portman Estimated Equity Contribution but in no event less than the Portman Minimum Equity Contribution.

"Event of Default" has the meaning ascribed to it in Article VII.

"FF&E" means the furniture, fixtures and equipment for the Hotel Project to be procured and maintained by the Lessee.

"Fillmore Theater" means the performing arts center located at 1700 Washington Avenue, Miami Beach, Florida, adjacent to and east of the Hotel Project and also known as the "Fillmore Miami Beach at the Jackie Gleason Theater".

"First Leasehold Mortgage" means a Leasehold Mortgage which is a first lien on Lessee's interest in this Lease and the leasehold interest created hereby.

"First Leasehold Mortgagee" means the Institutional Lender that is a holder of a First Leasehold Mortgage, which shall be evidenced by, and the City shall be able to rely absolutely on, a title report current as of the time of any determination and prepared by a generally recognized title insurance company doing business in Miami-Dade County, Florida, or upon a certificate of Lessee, signed and verified by a Responsible Officer of Lessee.

"First Rent Year" has the meaning ascribed to it in Section 4.4(a).

"Force Majeure Event" means the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies, whether actual or threatened; orders of any civil or military authority; insurrections; riots; acts of terrorism; epidemics; landslides, earthquakes, lightning, fires, hurricanes, storms, floods, washouts and other natural disasters; inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market, or failure or unavailability of transportation generally; or other similar extraordinary causes beyond the commercially reasonable control of the Party claiming such inability. In no event shall "Force Majeure Event" include economic hardship or financial inability to perform specific to the Party nor shall it include Economic Force Majeure.

"Foreign Instrumentality" means a foreign (non-U.S.) government or agency thereof or a Person Controlled thereby.

"GAAP" means generally accepted accounting principles, as in effect from time to time, as promulgated by the Financial Accounting Standards Board, consistently applied or a system generally recognized in the United States as having replaced GAAP.

"GAAS" means generally accepted auditing standards, as in effect from time to time, as developed by the American Institute of Certified Public Accountants, consistently applied, or a system generally recognized in the United States as having replaced GAAS.

"Gaming Establishment" means any establishment offering or otherwise engaged in gambling or wagering of any nature or kind.

"Governmental Approvals" means all permits, approvals, certificates of occupancy, notifications, certifications, registrations, authorizations and other rights and privileges that are required by any Governmental Authority. Notwithstanding anything to the contrary in this Lease, the Lessee retains its rights in accordance with applicable Governmental Requirements to challenge or appeal any denial of Governmental Approvals.

"Governmental Authority" means any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency, or any instrumentality of any of them, with jurisdiction over the Leased Property, the Lessee Improvements, the Work or the Off-Site Improvements.

"Governmental Requirements" means any law, enactment, statute, code, order, ordinance, rule, regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, or other similar requirement of any Governmental Authority, now existing or hereafter enacted, adopted, promulgated, entered, or issued, affecting the Leased Property or the construction and operation of the Lessee Improvements. Notwithstanding anything to the contrary in this Lease, the Lessee retains its right to challenge Governmental Requirements in accordance with all other applicable Governmental Requirements, including based on a constitutional objection that a Governmental Requirement violates Lessee's constitutional rights regarding contracts.

"Gross Operating Profit" means the amount calculated by subtracting Project Expenses from Gross Operating Revenues.

"Gross Operating Revenues" means all revenues and income of any nature derived directly or indirectly from the Hotel or from the use or operation of the Leased Property, including gross rooms sales, gross food and beverage sales (whether any food and beverage establishment is operated by Lessee or a Subtenant), catering receipts, telephone, facsimile and/or internet services, in-room video and parking and valet service receipts (whether the parking or valet services are operated by Lessee or a Subtenant), vending machines, gross receipts, rents or license fees from the operation by Lessee or any Affiliate of Lessee of newsstand, gift shop, or business center, or from any other sub-lessees, concessionaires, third-parties conducting operations on the Leased Property or other sources (except as provided in Section 5.6(c) hereof), the fair rental value of space within the Hotel Project occupied by Lessee or any entity affiliated with or employed by Lessee for purposes other than managing the Hotel Project (to the extent the occupants of such space are paying less than the fair market value of such space) and the proceeds of business interruption, other loss of income, use, occupancy or similar insurance, as determined in accordance with GAAP (to the extent not inconsistent with the Uniform Systems of Accounts), and the Uniform System of Accounts, and without any reduction or allowance for uncollectable charges or bad debts. Notwithstanding the foregoing, the following shall not constitute Gross Operating Revenues: (i) any gratuities or service charges added to a customer's bill and distributed as compensation to the Hotel's employees; (ii) any credits or refunds made to customers, guests or patrons; (iii) any sums and credits received for lost or damaged merchandise; (iv) any sales taxes, excise taxes, or other similar taxes or

charges collected by the Hotel and remitted to tax authorities; (v) any proceeds from the sale or other disposition of FF&E or capital equipment; (vi) any interest earned with respect to the deposit or investment of proceeds from operation of the Hotel; (vii) any fire and extended coverage insurance proceeds (except that proceeds of business interruption or other loss of income insurance shall be included in Gross Operating Revenues); (viii) any condemnation awards; and (ix) any proceeds of sale or financing or refinancing of the Hotel.

"Hazardous Substance" has the meaning ascribed to it in Section 8.4.

"Hotel" means the hotel complex to be developed and constructed on the Hotel Site substantially in accordance with the Approved Plans, which will contain approximately (but not more than) 800, separately keyed sleeping rooms capable of individual rental on a day-to-day overnight basis to hotel patrons and guests. For the purpose of determining the maximum number of separately keyed sleeping rooms contained within the Hotel at any time during the Term, each such room which is capable of being separately keyed will be deemed to be separately keyed, without regard to the actual use thereof.

"Hotel Operator" means and includes any Approved Operator engaged by Lessee to be responsible for overseeing the day- to-day management of the Hotel Project (or, if at any time there is no such operator, Lessee as operator of the Hotel Project).

"Hotel Project" means Lessee's leasehold created by this Lease and the development, design, construction and purchase of the Lessee Improvements and their subsequent use; the completion of the Work substantially in accordance with the Approved Plans, including (1) the Hotel and all associated infrastructure (including on-site parking and all supporting Hotel facilities and amenities), (2) the Skybridge and all associated infrastructure, (3) the installation of FF&E and other improvements and appurtenances of every kind and description (including all landscaping, planting and other improvements of any type) now located or hereafter erected, constructed or placed upon the Leased Property; and (4) any and all alterations, renewals and replacements thereof, additions thereto and substitutions therefor.

"Hotel Project General Construction Contract" means the construction contract between Lessee and the Hotel Project General Contractor for the construction of the Hotel Project in accordance with the Approved Plans, within the contract time specified for completion of the Work, for a guaranteed maximum price that will not exceed the sum allocated for construction of the Work in the Budgeted Improvement Costs, and that includes provisions requiring a Performance Bond and Payment Bond and all other terms or conditions required under this Lease.

"Hotel Project General Contractor" means the duly licensed general contractor(s) engaged by Lessee for the construction of the Hotel Project and completion of the Work.

"Hotel Site" means the parcel of real property described in **Exhibit "D"**.

"Hotel Standards" means the standards set forth in **Exhibit "B"**.

"Improvement Costs" means the actual, verifiable costs and expenses paid to third parties, not Affiliates of Lessee (unless such costs paid to Affiliates of Lessee are at fair market value and with notice to the City), in the design, permitting, development, construction and equipping of the Hotel Project;

"In Balance" means, at any time in question, that the sum of (a) the then unfunded amount of the Construction Loan available to Lessee for payment of costs of labor and materials to achieve Completion of Construction of the Hotel Project, plus (b) the then unfunded amount of the Mezzanine Loan, if any, available to Lessee for the payment of costs of labor and materials to achieve Completion of Construction of the Hotel Project, plus (c) the then remaining balance to be funded under the Equity Commitment, plus (d) the then remaining balance to be funded under the Initial Hotel Operator Financial Commitment, if any, plus (e) any additional cash amounts deposited with the City by Lessee in order to fund the difference, if any, between the sum of (a), (b), (c) and (d) above and the then remaining Improvement Costs is adequate to pay all of the then remaining Improvements Costs that are reasonably likely to be incurred through Complete Construction of the Hotel Project.

"Initial Hotel Operator" means the initial Hotel Operator engaged by Lessee.

"Initial Hotel Operator Financial Commitment" means the commitment of the Initial Hotel Operator to fund, in the aggregate, cash, to be used to pay Budgeted Improvement Costs, in such amount as may be necessary when combined with the Equity Commitment and the proceeds available under the Construction Loan and Mezzanine Loan, if any, to maintain the Hotel Project In Balance.

"Institutional Lender" means, subject to the City Manager's Approval within twenty (20) days from receipt by the City of commercially reasonable information properly identifying the proposed Institutional Lender, including its financial qualifications, any of the following entities that have a net worth in excess of Fifty Million Dollars ($50,000,000) (as adjusted by inflation over the Term pursuant to Section 14.20 hereof):

(a) any federal or state chartered commercial bank or national bank or any of its subsidiaries;

(b) any federal or state chartered savings and loan association, savings bank or trust company;

(c) any pension, retirement or welfare trust or fund, whose loans on real estate are regulated by state or federal laws;

(d) any public limited partnerships, public real estate investment trust or other public entity investing in commercial mortgage loans whose loans on real estate are regulated by state or federal laws;

(e) any state licensed life insurance company in the business of making commercial mortgage loans or a subsidiary or affiliate of any such institution whose loans on real estate are regulated by state or federal laws;

(f) any agent, designee, or nominee of an Institutional Lender that is an Affiliate (solely as described in clause (a) of the definition thereof) of any Institutional Lender or any other Person that is a subsidiary or an Affiliate (solely as described in clause (a) of the definition thereof) of an Institutional Lender; and

(g) Any private debt fund having assets in excess of $2 billion.

In the event of a syndicated loan, if fifty-one percent (51%) or more of the syndicate of lenders are Institutional Lenders, then the syndicated loan shall be deemed to be made by an Institutional Lender. City Manager's failure to notify Lessee of any disapproval within such twenty (20) day period shall be deemed to constitute the City Manager's conclusive Approval of the proposed Institutional Lender.

"Insurance Trustee" has the meaning ascribed to it in Section 9.9(a).

"Land Development Regulations" shall have the meaning set forth in Section 163.3221(8), Florida Statutes and shall also include the definition of "land development regulations" in Section 114-1 of the City Code.

"Lease" means this Development and Ground Lease Agreement, and all exhibits annexed hereto and made a part hereof, as the same may be modified or amended from time to time.

"Leased Property" means the Hotel Site.

"Leasehold Mortgage" means a mortgage, including an assignment of the rents, issues and profits from the Hotel Project or other security instrument in favor of a Leasehold Mortgagee, which constitutes a lien on Lessee's leasehold interest created by this Lease during the Term.

"Leasehold Mortgagee" means an Institutional Lender that is the owner and holder of a Leasehold Mortgage.

"Lease Year" means a year, other than the first and last year of the Term, consisting of twelve (12) consecutive calendar months. The first Lease Year during the term of this Lease shall commence on the Rent Commencement Date and end on December 31st of the year in which the Rent Commencement Date occurs. The second and following Lease Years shall commence on the 1st day of January each calendar year and end on December 31st of such year.

"LEED Status" means a certification by the U.S. Green Building Counsel's ("USGBC") Leadership in Energy and Environmental Design ("LEED") that the Hotel Project has satisfied all of the requirements associated with the then current USGBC Silver LEED certification.

"Lessee" means Portman Miami Beach, LLC, and the successors, assigns or transferees thereof expressly Approved or permitted by the terms and provisions of this Lease. An executed copy of Lessee's limited liability company documents is on file with the City as set forth on **Exhibit "T"**.

"Lessee Improvements" means any and all permanent buildings, structures and machinery, equipment and fixtures, which are existing and may from time to time and at any time during the Term be erected or located on the Leased Property, including the Hotel and associated infrastructure and the Skybridge and associated infrastructure.

"Liquid Assets" means (a) cash on hand or on deposit in any federal or state chartered commercial bank or national bank or any of its subsidiaries, (b) readily marketable securities, (c) readily marketable commercial paper rated A-1 by Standard & Poor's Corporation (or a similar rating by any similar organization that rates commercial paper), (d) certificates of deposit issued by commercial banks operating in the United States with maturities of one year or less, (e) money market mutual funds, and (f) the uncommitted amount of any available line(s) of credit.

"Management Agreement" means the hotel operating or management agreement, as it may be extended, supplemented, amended or replaced from time to time, between Lessee and the Hotel Operator and which provides Lessee with the right to use the name or flag of the Hotel (if Lessee does not otherwise have such rights), and specifies the terms and conditions applicable to the day-to-day management of the Hotel, including the obligation of the Hotel Operator to comply with the Room Block Agreement.

"Mandatory Hotel Project Design Elements" means the design features, components or other elements of the Hotel Project to be developed by the Lessee as further described on **Exhibit "S"**.

"MBCC Project" means the Miami Beach Convention Center Renovation and Expansion Project, consisting of the renovation of the Convention Center, expansion of ballroom and auxiliary spaces, parking levels above portions of the Convention Center, exterior landscaping and a 6.5 acre public park, the renovation of Convention Center Drive, including relocation of utilities, and other improvements to the Convention Center and surrounding areas.

"MBCC Standard of Operation" means the average standard of quality for the facilities and associated infrastructure consistent with the principal convention centers operated in Orlando, Atlanta, New Orleans, Dallas, Houston, Boston, Chicago, San Francisco, San Diego and Los Angeles, as of the Effective Date.

"Mezzanine Lender" means (a) the Institutional Lender selected by Lessee to provide the Mezzanine Loan or (b) a Hotel Operator, or an Affiliate thereof, to the extent it is providing a Mezzanine Loan or Credit Enhancement and is receiving a pledge of the equity interests in Lessee.

"Mezzanine Loan" means a loan to be made by the Mezzanine Lender to the Lessee to provide financing for the Hotel Project, subordinate to the First Leasehold Mortgagee, which may be secured by a lien on Lessee's equity interest.

"Mezzanine Loan Commitment" means a mezzanine financing commitment by the Mezzanine Lender that has been executed and delivered by and between Lessee and the Mezzanine Lender that confirms the availability of the Mezzanine Loan.

"Minimum Fixed Rent" has the meaning ascribed to it in Section 4.4(a)(i).

"Off-Site Improvements" means any and all improvements not located on the Leased Property shown on the Approved Plans and in accordance with the Governmental Approvals, including demolition of any portion of the Fillmore Theater located on the Leased Property, enclosure of any remaining portion of the Fillmore Theater located outside the Leased Property, and paving and striping of up to twenty-five surface parking spaces for Fillmore Theater personnel as depicted in **Exhibit "U"**.

"Opening Date" means the date on which the Hotel first opens for business to the general public.

"Original Lessee Investors" means the owners of Lessee on the date hereof, as identified on **Exhibit "M"**.

"Outside Construction Commencement Date" means March 29, 2018, by which date Commencement of Construction must take place, as such date may be reasonably extended for (i) a Force Majeure Event or Economic Force Majeure in accordance with this Lease, (ii) City Delays, and/or (iii) the number of days by which Commencement of Construction of the MBCC Project is delayed beyond January 1, 2016, if any.

"Outside Construction Loan Closing Date" means March 29, 2018, as such date may be reasonably extended in accordance with this Lease for a period not exceeding twelve (12) months for (i) actual delays suffered by Lessee in achieving closing of the Construction Loan caused by a Force Majeure Event or Economic Force Majeure, (ii) City Delays, and/or (iii) the number of days by which Commencement of Construction of the MBCC Project is delayed beyond January 1, 2016, if any.

"Outside Completion Date" means February 11, 2020, by which date Completion of Construction shall have occurred, as such date may be reasonably extended by (i) the number of days by which the Outside Construction Commencement Date was extended, and thereafter for (ii) a Force Majeure Event or Economic Force Majeure in accordance with this Lease, (iii) City Delays, and/or (iv) the number of days by which completion of construction of the MBCC Project is delayed beyond January 1, 2019, if any, but only if and to the extent such delays preclude the Convention Center from holding events that utilize the Convention Center's four main exhibition halls.

"Outside Opening Date" means April 12, 2020, the date by which the Opening Date must have occurred, as such date may be reasonably extended by (i) the number of days by which the Outside Construction Commencement Date was extended, and thereafter for (ii) a Force Majeure Event or Economic Force Majeure in accordance with this Lease, (iii) City Delays, and/or (iv) the number of days by which the completion of construction of the MBCC Project is delayed beyond January 1, 2019, if any, but only if and to the extent such delays preclude the Convention Center from holding events that utilize the Convention Center's four main exhibition halls.

"Outside Possession Date" means March 29, 2018, by which date the Possession Conditions must be satisfied, as such date may be reasonably extended for (i) a Force Majeure Event or Economic Force Majeure in accordance with this Lease, (ii) City Delays, and/or (iii) the number of days by which Commencement of Construction of the MBCC Project is delayed beyond January 1, 2016, if any.

"Parties" means City and Lessee, and "Party" is a reference to either City or Lessee, as the context may indicate or require.

"Performance Bond and Payment Bond" means a performance bond and a payment bond with regard to the Hotel Project General Construction Contract in the full amount of the guaranteed maximum price thereof, with a good and sufficient surety, in compliance with all applicable Governmental Requirements and in form and content Approved by the City Manager, or such other security as is reasonably acceptable to the City Manager, after consultation with the City Attorney.

"Permitted Transfers" has the meaning ascribed to it in Section 5.3.

"Person" means any corporation, unincorporated association or business, limited liability

company; business trust, real estate investment trust, common law trust, or other trust, general partnership, limited partnership, limited liability limited partnership, limited liability partnership, joint venture, or two or more persons having a joint or common economic interest, nominee, or other entity, or any individual (or estate of such individual); and shall include any Governmental Authority.

"Portman" means Portman Holdings, LLC, a Georgia limited liability company.

"Portman Estimated Equity Contribution" means an amount up to $17,000,000 but not less than the Portman Minimum Equity Contribution to be funded in cash by Portman or one of its Affiliates to pay Improvement Costs.

"Portman Minimum Equity Contribution" means $10,000,000 to be funded in cash by Portman or one of its Affiliates to pay Improvement Costs.

"Possession Conditions" has the meaning ascribed to it in Section 4.1(b).

"Possession Date" has the meaning ascribed to it in Section 4.1(b).

"Prohibited Hotel Project Changes" means

(a) after the Effective Date and prior to the Possession Date, any changes to the Approved Plans that result in any of the following except to the extent previously Approved in a writing executed by the City Manager and expressly providing that the City Manager is thereby Approving a Prohibited Hotel Project Change (which Approval may be granted or withheld by City Manager in his sole and absolute discretion), or which are required because of Governmental Requirements: (i) a failure of the Hotel Project to contain any of the Mandatory Hotel Project Design Elements, or a material change to the design thereof; (ii) failure to obtain any Brand Approval; (iii) a material change in the massing of the development, including the orientation and general configuration of the tower structure or the size and configuration of the tower structure and podium design reflected in the Approved Plans, or (iv) any change that materially affects the façade of the Hotel Project Approved by the City, or otherwise materially affects the exterior appearance of the Hotel Project or materially impairs the ability of the Hotel Project to function as a convention center hotel, or

(b) after the Possession Date and prior to the Opening Date, any changes to the Approved Plans or any actual construction that results in any of the following, except to the extent previously Approved in a writing executed by the City Manager and expressly providing that the City Manager is thereby Approving a Prohibited Hotel Project Change (which Approval may be granted or withheld by City Manager in his sole and absolute discretion), or which are required because of Governmental Requirements: (i) a failure of the Hotel Project to contain any of the Mandatory Hotel Project Design Elements, or a material change to the design thereof; (ii) failure to obtain any Brand Approval; (iii) a material change in the design or actual scope, appearance or quality of any of the Mandatory Hotel Project Design Elements; (iv) a material change in the massing of the development, including the orientation and general configuration of the tower structure or the size and configuration of the tower structure and podium design reflected in the Approved Plans, or (v) any change that materially affects the façade of the Hotel Project Approved by the City, or otherwise materially affects the exterior appearance of the Hotel Project or materially impairs the ability of the Hotel Project to function as a convention center hotel.

"Project Expenses" means:

(a) commercially reasonable operating expenses of the Hotel Project incurred to Persons other than Affiliates of the Lessee (unless such expenses paid to Affiliates of Lessee are at a fair market rate and with notice to the City);

(b) commercially reasonable wages and benefits paid and payable to the Hotel Operator's full time or part-time on-site or off-site management employees and full or part-time non-management employees; and

(c) commercially reasonable management fees, at prevailing market rates.

"Proposed Transferee" has the meaning ascribed to it in Section 7.10(b).

"Public Charges" has the meaning ascribed to it in Section 4.5(a).

"Reconstruction Work" has the meaning ascribed to it in Section 9.9(b).

"Rent" means all payments required pursuant to Section 4.4 and any other payments characterized as rent hereunder, including Base Rent, Additional Rent and Transaction Rent.

"Rent Commencement Date" has the meaning ascribed to it in Section 4.4(a).

"Rent Year" has the meaning ascribed to it in Section 4.4(a).

"Responsible Officer" means any executive officer or manager of Lessee responsible for the administration of the obligations of Lessee in respect of this Lease.

"Room Block Agreement" means the room block agreement, in the form of **Exhibit "L"** attached hereto, to be executed by and between the City and the Lessee, and pursuant to which Lessee agrees to provide the services therein described to City in exchange for the agreements of City hereunder.

"Schedule of Performance" has the meaning ascribed to it in Section 2.7.

"Second Rent Year" has the meaning ascribed to it in Section 4.4(a).

"Section," "Subsection," "Paragraph," "Subparagraph," "Clause," or "Subclause" followed by a number or letter means the section, subsection, paragraph, subparagraph, clause or subclause of this Lease so designated.

"Single Purpose Entity" means:

(a) an entity or organization that does not and cannot by virtue of its organizational documents:

(i) engage in any business other than owning, developing, leasing and operating the Hotel Project; or

(ii) acquire or own material assets other than the Hotel Project and incidental personal property; and that

(b) does not hold itself out to the public as anything but a legal entity or organization separate from any other Person; and

(c) conducts business solely in its name or under a duly registered fictitious name.

"Skybridge" means the overhead, enclosed, climate-controlled pedestrian walkway to be constructed, operated and maintained by Lessee in accordance herewith connecting the Hotel Project to the Convention Center and included in the Hotel Site described on **Exhibit "D"**.

"Sublease" means any lease, sublease, license or other agreement by which Lessee demises, leases, or licenses the use and occupancy by another Person of one or more specific retail, parking/valet, spa or restaurant spaces, or other defined portion of the Hotel Project.

"Subtenant" means any Person using and occupying or intending to use and occupy one or more specific spaces or other defined portion of the Hotel Project pursuant to a Sublease.

"Target Dates" means the following dates that have been targeted by Lessee to achieve the following activities or events:

(a) The "Target Possession Date": the date targeted for satisfaction of the Possession Conditions, which date is April 28, 2017.

(b) The "Target Construction Loan Closing Date": the date targeted for Lessee's closing of the Construction Loan for the Hotel Project, which date is April 28, 2017.

(c) The "Target Completion Date": the date targeted for completion of construction of the Hotel Project, which date is April 13, 2019.

"Term" has the meaning ascribed to it in Section 4.1(a).

"Third Rent Year" has the meaning ascribed to it in Section 4.4(a).

"Transaction Rent" shall have the meaning ascribed to it in Section 4.4(b).

"Transfer" means any sale, assignment or conveyance or any other transaction or series of transactions in the nature of a sale, assignment or conveyance of:

(a) the Hotel Project or any part thereof;

(b) any legal or beneficial interest in the Hotel Project, or any part thereof;

(c) any direct or indirect legal or beneficial interest in Lessee (including the syndication of tax benefits); or

any series of such Transfers that have the cumulative effect of a sale, transfer or conveyance of any of the foregoing (a), (b), or (c).

"Uniform System" means the Uniform System of Accounts for the Lodging Industry, 10th Revised Edition, as may be modified from time-to-time by the International Association of

Hospitality Accountants, consistently applied, or any successor thereto generally recognized by the Lodging Industry.

"Work" means the design, permitting, development and construction of the Lessee Improvements in accordance with the Approved Plans, including all design, architectural, engineering and other professional services, demolition and construction services, supervision, administration and coordination services and the provision of all drawings, specifications, labor, materials, equipment, supplies, tools, machinery, utilities, fabrication, transportation, storage, insurance, bonds, permits and conditions thereof, zoning approvals, changes required to comply with building codes and Governmental Approvals, licenses, tests, inspections, surveys, studies, and other items, work and services that are necessary or appropriate for the demolition of existing structures and other preparatory or remediation work on the Hotel Site; utility relocations, installations, hook-ups or other infrastructure as may be required to make the Leased Property suitable for the use of the Hotel Project; total design, construction, installation, furnishing, equipping, and functioning of the Lessee Improvements, together with all additional, collateral and incidental items, work and services required for completion of the Lessee Improvements (including all such items, work and services as are necessary to provide fully functional and functioning Lessee Improvements). The Work also includes completion of all Off-Site Improvements.

Section 1.4. Exhibits. If any exhibit to this Lease conflicts with the body of this Lease, the body of this Lease shall govern.

Section 1.5. Interpretation. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as appropriate. The words "herein," "hereof," "hereunder," "hereinafter," and words of similar import refer to this Lease as a whole and not to any particular Article, Section or Subsection hereof. The terms "include" and "including" and words of similar import shall each be construed as if followed by the phrase "without limitation". This Lease will be interpreted without interpreting any provision in favor of or against either party by reason of the drafting of such provision.

ARTICLE II
THE HOTEL PROJECT IMPROVEMENTS

Section 2.1. Development and Conformity of Plans.

(a) Lessee shall be responsible for preparing all plans and specifications for constructing the Hotel Project. Such plans and specifications shall conform in all material respects to the Approved Plans;

(b) Notwithstanding any other provision or term of this Lease or any Exhibit hereto, the Approved Plans and all work by Lessee regarding the Hotel Project shall conform to the City Code, the Florida Building Code and all other Governmental Requirements and, to the extent consistent with the above, the provisions of this Lease.

Section 2.2. Approved Plans. The City shall have the right to Approve, in its sole discretion, (x) any substantial deviation of the Hotel Project from the Approved Plans and (y) any Prohibited Hotel Project Changes. Notwithstanding any Approval provided pursuant to this Section 2.2, Lessee shall be solely responsible for obtaining all required final, non-appealable Governmental Approvals as more fully set forth in Article IV of this Lease. Any Approval of the Approved Plans

or any component thereof by the City shall be for its own benefit in its proprietary capacity as the owner of the Leased Property and shall not be deemed to mean, and the City, in such proprietary capacity, makes no representation, that such Approved Plans comply with all applicable Governmental Approvals and Governmental Requirements.

(a) Lessee shall submit to the City Manager, prior to Commencement of Construction, any proposed modifications to the Approved Plans for the City Manager's determination of whether such modifications include any substantial deviation of the Hotel Project from the Approved Plans or Prohibited Hotel Project Changes. Modifications to the Approved Plans shall be indicated by "ballooning," highlighting, blacklining or describing such modifications in writing in reasonable detail in an accompanying memorandum. The City shall not be responsible for, and shall not be deemed to have Approved, any modification to the Approved Plans that is not indicated as required by this Section.

(b) Within twenty-one (21) days of receipt of any proposed modifications to the Approved Plans, the City Manager shall notify Lessee, in writing, that he approves such modifications, or the basis for any disapproval of any substantial deviation of the Hotel Project from the Approved Plans or Prohibited Hotel Project Change; provided, however, that the City shall not disapprove any material modification necessitated by Governmental Requirements. City's failure to notify Lessee of any disapproval within such twenty-one (21) day period shall be deemed to constitute the City's conclusive Approval of the proposed modifications to the Approved Plans. The Approved Plans, as amended by such Approved modifications, shall thereafter be the Approved Plans referred to herein.

(c) If the City disapproves of any modification pursuant to this Section 2.2, then Lessee shall, at its election, either (x) submit City's disapproval to expedited arbitration pursuant to Section 7.9 of this Lease, or (y) within thirty (30) days after receiving the City's disapproval notice, submit revised proposed modifications to the Approved Plans for City's review and Approval as provided in this Section 2.2, provided that the time period for approval or disapproval shall be fifteen (15) days.

(d) At any time during the design development phase of the Hotel Project, Lessee may (but shall not be required to) submit to the City Manager any proposed modifications to the Approved Plans for City's review and Approval pursuant to this Section 2.2, so as to mitigate or avoid any potential delays to the Schedule of Performance as a result of disputes regarding the final proposed Approved Plans.

Section 2.3. <u>Lessee's Hotel Project Obligations</u>. Subject to the terms hereof, Lessee is obligated to and shall (i) design, permit, and construct, in a good and workmanlike manner, and at its sole cost and expense, the Hotel Project in all material respects in accordance with and subject to all of the terms and provisions of this Lease and to Complete Construction thereof by the Outside Completion Date, (ii) obtain a certificate of the LEED Status in accordance with Section 100-6 of the City Code and provide reasonable evidence of such certification to City within a reasonable period following the Opening Date, and (iii) operate, maintain, repair and replace, at its sole cost and expense, the Hotel Project in accordance with and subject to all of the terms and provisions of this Lease.

Section 2.4. Payment of Hotel Project Costs.

(a) As between Lessee and the City, the Lessee shall bear and be solely responsible for all costs and expenses related to the design, permitting and construction of the Work, the Hotel Project and its subsequent use, including the following:

(i) Lessee's land use approvals, development fees, and permit fees for the design, construction, and subsequent use of the Hotel Project;

(ii) Lessee's design and construction of the Hotel Project;

(iii) Lessee's financing, construction bonding and insurance, building permits, utility installations and/or hook-ups or other infrastructure, as may be required to make the Leased Property suitable for the use of the Hotel Project;

(iv) Lessee's consultants, accountants, financing charges, legal fees, furnishings, equipment, and other personal property of the Lessee; and

(v) all other Lessee direct or indirect costs associated with the approvals, design, construction, and financing of the Lessee Improvements, and their subsequent use.

(b) Lessee acknowledges that the City shall have no maintenance responsibility for any of the Leased Property and Lessee Improvements, and utilities and infrastructure to be constructed by Lessee.

(c) Lessee shall be exclusively responsible for all matters relating to underground utility lines and facilities, including locating, relocating and/or removal, as necessary. Under no circumstances shall City be responsible for paying the cost of, or otherwise reimbursing Lessee for, relocation, removal, or payment of charges to utility companies for, any utility lines or facilities lying on, under, or around the Leased Property. City shall provide reasonable cooperation and assistance to Lessee in the resolution of issues associated with existing underground utilities. Lessee shall not remove, disturb, or relocate any existing utilities on the Leased Property without the City Manager's prior written Approval.

Section 2.5. Financing Matters.

(a) Lessee shall pay for all Improvement Costs from funds required to be provided under the Equity Commitment, the Initial Hotel Operator Financial Commitment, the Construction Loan and the Mezzanine Loan, if any; provided that if the proceeds of the Construction Loan are not available or are inadequate for any reason, Lessee shall be responsible to provide funds from such other sources as Lessee may identify to pay all costs and expenses necessary to Complete Construction of the Hotel Project and cause the Opening Date to occur in accordance herewith.

(b) Lessee shall be solely responsible for obtaining the Construction Loan and the Mezzanine Loan, if any, for all completion guaranties required in connection with the Construction Loan and the Mezzanine Loan, if any, and for providing all collateral and other security, and otherwise satisfying all conditions thereof and covenants, agreements and obligations of the borrower thereunder. In no event shall City have any responsibility, obligation or liability with respect to the Construction Loan or the Mezzanine Loan, if any, and Lessee shall reimburse City for all of City's third party costs and expenses (including attorneys' fees)

reasonably incurred in connection with any requirements or requests of the Construction Lender in connection with the Construction Loan or the Mezzanine Lender in connection with the Mezzanine Loan, if any.

Section 2.6. **No Claim for Value of Lessee Improvements**. Lessee shall have no claim against the City for the value of the Lessee Improvements following any termination of this Lease, whether at the natural expiration of the Term or otherwise, except, with respect to any claims against the City acting in its governmental capacity, any claims related to a condemnation by the City.

Section 2.7. **Schedule of Performance.** The schedule attached hereto as **Exhibit "F"** (the "Schedule of Performance") sets forth the dates and times of delivery of the Hotel Project, including the Target Dates, and other milestones for development and approval of the plans and specifications listed in Section 2.2, preparation and filing of applications for and obtaining all applicable Governmental Approvals for the Hotel Project and schedule for the completion of the Work. Lessee shall prosecute completion of the Work substantially in accordance with the Approved Plans (with only such changes hereto that do not constitute Prohibited Hotel Project Changes, except as otherwise permitted or Approved pursuant to this Lease), with all commercially reasonable diligence and in good-faith, in good and workmanlike manner, and in accordance with the Schedule of Performance, time being of the essence. The dates in **Exhibit "F"** shall not be extended except for (i) a Force Majeure Event, (ii) Economic Force Majeure, (iii) a City Delay, (vi) the number of days by which Commencement of Construction of the MBCC Project is delayed beyond January 1, 2016, if any; and (iv) the number of days by which the completion of construction of the MBCC Project is delayed beyond January 1, 2019, if any, but only if and to the extent such delays preclude the Convention Center from holding events that utilize the Convention Center's four main exhibition halls. If the Parties disagree with respect to any permitted delays in the Schedule of Performance, such disagreement shall be resolved in accordance with Section 7.9 hereof.

(a) Lessee shall endeavor, through the use of diligent, good-faith efforts, to cause the prosecution of the Work in accordance with the Target Dates and other dates set forth in the Schedule of Performance, but failure to meet the Target Dates shall not be a default under this Lease.

(b) As further delineated in the Schedule of Performance, Lessee shall Complete Construction by the Outside Completion Date.

(c) The failure of Lessee (i) to satisfy all of the Possession Conditions by the Outside Possession Date, (ii) after Commencement of Construction has occurred, to Complete Construction by the Outside Completion Date or (ii) after Commencement of Construction has occurred, to achieve the Opening Date by the Outside Opening Date shall each be deemed an Event of Default under this Lease.

Section 2.8. **Construction Obligations.**

(a) **Bonds**. By no later than Commencement of Construction, Lessee shall provide a Performance Bond and Payment Bond, with all premiums paid and in favor of Lessee with an obligee rider in favor of the City and the First Leasehold Mortgagee. Lessee shall also provide City with a demolition bond or other form of financial instrument reasonably acceptable to City to assure the availability of funds for demolition or removal of any uncompleted facility in the event

Lessee, after receipt of a written demand from City, fails to demolish and remove the uncompleted facility following Lessee's failure to substantially complete such facility as required herein.

(b) **Approval of Hotel Project General Contractor**. Lessee's selection of the Hotel Project General Contractor shall be subject to the advance Approval of the City Manager, after consultation with the City Attorney, as to the qualifications and responsibility of the proposed Hotel Project General Contractor to perform the contract, based on the contractor's licensure, bonding capacity, financial capacity, history of compliance with laws, and satisfactory past performance on similar projects. Provided that the Hotel Project General Contractor proposed by Lessee does not have a significant history of material non-compliance with the law, City agrees to Approve any Hotel Project General Contractor proposed by Lessee that satisfies each of the following:

(i) Has a State of Florida Building and Business License;
(ii) Has completed at least one project in the past three years under a construction contract that specified a guaranteed maximum price at or above $100,000,000;
(iii) Has completed at least one high-rise hotel of at least eight (8) stories and four hundred (400) rooms in the last 5 years; and
(iv) Has total bonding capacity in excess of $1 Billion with at least $250,000,000 available for a single project.

(c) **Construction Obligations**. Prior to the Outside Completion Date, Lessee shall, or shall cause its Hotel Project General Contractor to:

(i) Perform and complete the Work;

(ii) Select the means and methods of construction. Only adequate and safe procedures, methods, structures and equipment shall be used;

(iii) Furnish, erect, maintain and remove such construction plant and such temporary work as may be required; and be responsible for the safety, efficiency and adequacy of the plant, appliance and methods used and any damage which may result from failure, improper construction, maintenance or operation of such plant, appliances and methods;

(iv) Provide all architectural and engineering services, scaffolding, hoists, or any temporary structures, light, heat, power, toilets and temporary connections, as well as all equipment, tools and materials and whatever else may be required for the proper performance of the Work;

(v) Order and have delivered all materials required for the Work and shall be responsible for all materials so delivered to remain in good condition;

(vi) Maintain the Hotel Project site in a clean and orderly manner at all times, and remove all paper, cartons and other debris from the Hotel Site;

(vii) Erect, furnish and maintain a field office with a telephone at the Hotel Site during the period of construction in which a supervisor-level employee shall be on site during the performance of any Work in connection with the Hotel Project; and cause the Hotel Project

General Contractor to require in each subcontract having a price in excess of $5,000,000 (and to require each subcontractor to require in each sub-subcontract having a price in excess of $5,000,000) that such subcontractor (and sub-subcontractor) have on-site a supervisor-level employee at all times during the performance of any Work under such subcontract (and sub-subcontract);

(viii) Protect all Work prior to its completion and acceptance;

(ix) Preserve all properties adjacent and leading to the Hotel Site and restore and repair any such properties damaged as a result of construction of the Hotel Project, whether such properties are publicly or privately owned;

(x) Implement, and maintain in place at all times, a comprehensive hurricane and flood plan for the Hotel Site and the Work, and provide a copy of same to the City;

(xi) Upon Completion of Construction, deliver to the City as built drawings and plans and specifications of the Hotel Project; and

(xii) Upon Completion of Construction, deliver to the City, a copy of the final certificate of occupancy or certificate of completion, as applicable, for the Hotel Project.

Notwithstanding any provision hereof to the contrary, at no time during construction of the Hotel Project may Lessee make any Prohibited Hotel Project Changes without the express, prior written Approval of City (which Approval may be granted or withheld by City in City's sole and absolute discretion).

(d) **Completion of Construction**. Lessee shall carry on any construction, maintenance or repair activity with diligence and dispatch and shall use diligent, good-faith efforts to complete the same in accordance with the Schedule of Performance. Lessee shall not, except if an emergency exists (then only to the extent that the City can grant such an exception), carry on any construction, maintenance or repair activity in any easement area that unreasonably interferes with using and enjoying the property encumbered by such easement.

(e) **Skybridge and Off-Site Improvements**. Lessee shall deliver the proposed Approved Skybridge and Off-Site Improvements Plans to the City for Approval as required to maintain the Schedule of Performance. The 25 surface parking spaces for Fillmore Theater personnel to be constructed by Lessee as part of the Off-Site Improvements will be constructed as depicted on **Exhibit "U"** hereto. Lessee shall have no obligations or liabilities with respect to the ownership or operation of such parking spaces after completion.

Section 2.9. Progress of Construction/City's Representative.

(a) Lessee shall keep the City apprised of Lessee's progress regarding the Work. Lessee shall deliver written reports of same not less than monthly; and

(b) The City may, from time-to-time, designate one or more employees or agents to be the City's representative ("City's Representative"), who may, during normal business hours, in a commercially reasonable manner, visit, inspect and monitor the Hotel Project, the materials to be used thereon or therein, contracts, records, plans, specifications and shop drawings relating thereto, whether kept at Lessee's offices or at the Hotel Project construction site or

elsewhere, and the books, records, accounts and other financial and accounting records of Lessee wherever kept, as often as may be requested. Further, City's Representative shall be advised of, and entitled to attend, meetings among Lessee, Lessee's representative and the Hotel Project General Contractor or any subset of this group. Lessee will cooperate with the City to enable City's Representative to conduct such visits, inspections and appraisals. Lessee shall make available to City's Representative for inspection, with commercially reasonable notice, daily log sheets covering the period since the immediately preceding inspection showing the date, weather, subcontractors on the job, number of workers and status of construction.

Section 2.10. Delivery of Plans.

Promptly after completing the Work and Lessee's receipt of a Certificate of Occupancy, as applicable, for the Work, Lessee will deliver to the City a copy of the plans and specifications, including shop drawings, for the Lessee Improvements.

Section 2.11. Connection of Buildings to Utilities.

(a) Lessee, at its sole cost and expense for the Leased Property and in compliance with all Governmental Approvals and Governmental Requirements, shall install or cause to be installed all necessary connections between the Lessee Improvements, and the water, sanitary and storm drain mains and mechanical and electrical conduits whether or not owned by the City.

(b) Lessee shall pay for the cost, for the Leased Property, if any, of locating, grounding and installing within the Leased Property, as applicable, new facilities for sewer, water, electrical, and other utilities as needed to service the Hotel Project, and, at its sole cost and expense for the Leased Property, will install or cause to be installed inside the property line of the Leased Property, all necessary utility lines, with adequate capacity and the sizing of utility lines for the Hotel Project, as contemplated on the Approved Plans.

(c) Lessee shall perform, or cause to be performed, all Work on the Leased Property so as not to interfere with or adversely affect in a material way the City's geothermal system located adjacent to the Leased Property. In the event that Lessee, Hotel Project General Contractor or their respective agents, representatives, employees or invitees causes any damage to such system, Lessee shall promptly repair and restore same to its condition existing immediately prior to such damage, unless such damage results from the geothermal system being located other than as shown on the as-built plans provided by the City and set forth on **Exhibit "P"** hereto, or as shown in any updated information as to the location of the geothermal system that may be provided to Lessee by the City prior to Commencement of Construction of the Hotel Project or Off-Site Improvements. In the event City updates the information set forth in **Exhibit "P"** such that the location of the geothermal system is either on the Leased Property or so close to the Leased Property that it impacts the foundations for the Hotel Project and a significant re-design of the Hotel Project is required, the Lessee shall be entitled to an equitable adjustment for the design and construction-related costs solely and directly attributed to the differing location of the geothermal system, in the form of a credit against Base Rent otherwise due to the City, subject to mutual agreement of the Parties with respect thereto. The Schedule of Performance and all succeeding Outside Dates shall be adjusted to reflect the additional time required for such re-design work and the modification or obtaining of any permits required in connection therewith. This paragraph shall expressly survive termination of this Lease.

Section 2.12. Permits and Approvals. Lessee shall secure and pay for all Governmental Approvals for the Work, including any alterations and renovations made pursuant to Section 2.15, and shall pay any and all fees and charges due to and collected by the City or any other Governmental Authority connected with issuing such Governmental Approvals, if any.

Section 2.13. City and Lessee to Join in Certain Actions. Within fifteen (15) days after receiving a written request from Lessee that is consistent with all Governmental Requirements and in accordance with this Lease, the City shall join Lessee when required by law in any and all applications for Governmental Approvals as may be commercially reasonably necessary for constructing of the Hotel Project. Lessee shall pay all fees and charges for all such applications. Failure of the City to perform as requested within such fifteen (15) day period shall be deemed a City Delay for the number of days of delay beyond such fifteen (15) day period.

Section 2.14. Compliance with Laws. Lessee will comply with any Governmental Requirements in constructing and operating the Hotel Project.

Section 2.15. Alterations and Renovations. After completing the Work, if Lessee wishes to make alterations or renovations thereof:

(a) no renovation or alteration shall be made until Lessee obtains all required Governmental Approvals, at Lessee's sole cost and expense;

(b) except for FF&E, any renovation or alteration of Lessee Improvements that involves a substantial deviation from the Approved Plans or otherwise substantially affects the overall character or appearance of the exterior of the Hotel Project, unless required by Governmental Requirements shall require the City's approval in its proprietary capacity in its sole discretion; and

(c) all such alterations and renovations shall be performed by duly licensed and insured contractors in a good and workmanlike manner, and in any event, shall be consistent with the Hotel Standards.

Section 2.16. Art in Public Places. Lessee shall comply with the City's Art In Public Places (AIPP) program requirements under Section 82-536 through 82-612 of the City Code, as applicable, and shall contribute to the City's Art in Public Places fund the total of 1.5% of the "construction cost" of the Hotel Project, as such term is defined in Section 82-537 of the City Code, no later than date of execution of the Hotel Project General Contract by Lessee and the Hotel Project General Contractor, as required by the City Code.

ARTICLE III
LAND USES AND DEVELOPMENT OBLIGATIONS

Section 3.1. Covenant Regarding Land Uses. Lessee agrees and covenants to devote, during the Term of this Lease, the Hotel Project only to the uses specified in this Lease and to be bound by and comply in all material respects with all of the provisions and conditions of this Lease. In addition, and except as hereinafter set forth, Lessee shall not have the right to seek or obtain different uses or a change in such uses either by requesting a zoning change or by court or administrative action without first obtaining the City's Approval, which Approval may be granted or denied in the City's sole discretion.

Section 3.2. **Applications for Development Approvals and Development Permits**. Promptly following the Effective Date of this Lease, the Lessee will initiate and diligently pursue all applications for Development Orders and Development Permits that may be required in connection with the Hotel Project. Lessee shall be solely responsible for obtaining all final, non-appealable Development Orders and Development Permits for the Hotel Project. No extension of any time period herein shall be deemed to be an extension of any time periods contained within the Development Permits or Development Orders.

Section 3.3. **Concurrency**. Lessee shall be solely responsible for obtaining all land use permits, including all permits and approvals required pursuant to Section 163.3180, Florida Statutes, with respect to concurrency requirements for roads, sanitary sewer, solid waste, drainage, potable water, parks and recreation, and schools (the "Concurrency Requirements"). Prior to applying for its building permit for the Hotel Project, Lessee shall apply to the appropriate Governmental Authorities and obtain letters or other evidence that Lessee has obtained all applicable Concurrency Requirements, and shall diligently and in good faith obtain such letters or other evidence that the Hotel Project meets all applicable Concurrency Requirements and shall pay such impact fees as may then be due or applicable to meet Concurrency Requirements.

Section 3.4. **Compliance with Local Regulations Regarding Development Permits**. This Lease is not and shall not be construed as a Development Permit, approval or authorization to commence any development, fill, or other land modification. The Lessee and the City agree that the failure of this Lease to address a particular permit, approval, procedure, condition, fee, term or restriction in effect on September 2, 2015 shall not relieve Lessee of the necessity of complying with the regulation governing said permitting requirements, conditions, fees, terms or restrictions, subject to the terms of this Lease.

Section 3.5. **Consistency with the City's Comprehensive Plan**. The City has adopted and implemented the Comprehensive Plan. The City hereby finds and declares that the provisions of this Lease dealing with the Hotel Site and the Hotel Project are consistent with the City's Comprehensive Plan and Land Development Regulations (subject to all applicable requirements, permits and approvals).

Section 3.6. **Presently Permitted Development**. The development that is presently permitted on the Leased Property, including population densities, and building intensities and height, which are subject to this Lease, are more specifically set forth in **Exhibit "H"** hereto.

Section 3.7. **Public Facilities to Serve the Leased Property**. A description of the public facilities that will service the Hotel Project of the properties subject to this Lease, including who shall provide such facilities; the date any new facilities, if needed, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development is included as **Exhibit "I"** hereto.

Section 3.8. **Public Reservations, Dedications**. A description of the reservations and/or dedications of land for public purposes that are proposed under the terms of this Lease is included as **Exhibit "J"** hereto.

Section 3.9. **Required Development Permits**. Attached and made a part hereof as **Exhibit "K"** is a listing and description of certain local development permits approved or needed to be approved for the development of the Hotel Project, provided that City makes no representation or warranty that the information set forth on **Exhibit "K"** is correct or complete, Lessee releases

City from any liability with respect to such information and Lessee acknowledges and Lessee agrees that Lessee is solely responsible for confirming the correctness and completeness of such information and obtaining all applicable Governmental Approvals whether or not set forth on **Exhibit "K"**.

Section 3.10. Responsible Wages and Local Employment. The City and Lessee support and encourage the application of responsible wages and City of Miami Beach and Miami-Dade County workforce hiring with respect to the Hotel Project.

Section 3.11. Laws Governing this Lease. For the entire Term of this Lease, the City hereby agrees that the City's Land Development Regulations governing the development of the Leased Property as they exist as of September 2, 2015 of this Lease shall govern the development of the Leased Property and the Hotel Project during the Term. Notwithstanding the foregoing, the City may apply subsequently adopted laws or policies to the Leased Property and the Hotel Project (particularly as they may relate to quality of life issues such as, but not limited to noise, litter, and hours of operation) as permitted or required by the Act, including, without limitation, Section 163.3233(2), Florida Statutes, as same may be amended from time to time; provided, however, that this provision shall not be deemed to apply to regulations governing height, floor area ratio (FAR), density, parking requirements or permitted uses.

Section 3.12. Duration of Development Rights. Notwithstanding any provision to the contrary in this Lease, the development rights and responsibilities granted to Lessee hereunder shall run for an initial term of six (6) years from the Effective Date, and may be extended by mutual consent of the City and the Lessee subject to a public hearing(s) pursuant to Section 163.3225, Florida Statutes. Consent to any extension of the development rights granted herein is within the sole discretion of each Party. No notice of termination shall be required by either Party upon the expiration of the development rights granted pursuant to this Lease, provided, however, that the Parties' obligations for the failure to satisfy Possession Conditions shall be as provided for in Section 4.1(f) and any other applicable provisions of this Lease.

Section 3.13. Lessee's Right of Termination. Notwithstanding anything to the contrary herein, Lessee shall have the right to terminate this Lease prior to the Possession Date due to (i) changes to the Approved Plans required by the City's Design Review Board or any other Governmental Authority (including the City) that render the Hotel Project economically unfeasible in the reasonable business judgment of Lessee; (ii) the Hotel Project cannot meet the Concurrency Requirements, or the costs of concurrency mitigation are, in the reasonable business judgment of Lessee, economically unfeasible; or (c) Lessee, after its diligent good-faith efforts, has been unable to obtain a full building permit for the Hotel Project. In the event of termination pursuant to this Section 3.13, each Party shall bear its own costs and expenses incurred in connection with this Lease and, neither Party shall have any further liability to the other Party.

ARTICLE IV
GENERAL TERMS OF LEASE

Section 4.1. Lease of Leased Property to Lessee. Subject to the conditions set forth in this Lease, including the occurrence of the Possession Date, the payment of all Rent and all other payments by Lessee provided herein, and the City's and Lessee's performance of their duties and obligations required by this Lease:

(a) **Demise**. The City, as of the Possession Date, demises and leases to Lessee, and Lessee takes and hires from the City, the Leased Property for a term of approximately ninety-nine (99) years ending on December 31st of the last Lease Year prior to the 99th anniversary of the Possession Date (the "Term"). Within thirty (30) days after the Possession Date, the City and Lessee, upon request of either Party, shall execute a commencement date agreement and/or one or more written memoranda in such form as will enable them to be recorded among the Public Records of Miami-Dade County, in each case, setting forth the beginning and termination dates of the Term, determined according to this Lease, and recording any such other documents as may be required under this Lease.

(b) **Possession Date; Conditions Precedent to Possession**. The Parties recognize that as of the Effective Date there remain various items and matters to be satisfied, obtained and Approved in order that the Hotel Project may proceed as intended by the Parties. The date that the City delivers possession of the Leased Property to Lessee according to this Section 4.1(b), as designated by the City to Lessee in writing, is referred to herein as, the "**Possession Date**." The City shall not be obligated to deliver possession of the Leased Property and Lessee's rights as tenant hereunder shall not become effective until each of the events described in this Section 4.1(b) irrevocably shall have occurred, at which time, the City shall deliver possession of the Leased Property to Lessee, Lessee shall take possession thereof and the lease provisions of this Lease shall become effective. Until that time, this Lease shall be construed to be in the nature of a development agreement, and not a lease. The conditions precedent to delivery of possession (collectively, the "**Possession Conditions**") are as follows:

(i) There exists no uncured Event of Default;

(ii) Lessee shall have entered into, and delivered to the City a duly executed copy of, the Hotel Project General Construction Contract (and all then existing change orders thereto), in form and substance and with a Hotel Project General Contractor Approved pursuant to Subsection 2.8(b) by the City Manager reflecting the guaranteed maximum price for completion of the Lessee Improvements;

(iii) Lessee shall have delivered to City written evidence reasonably satisfactory to the City of the existence and availability of (A) Liquid Assets to fund the Equity Commitment, (B) Initial Hotel Operator Financial Commitment, (C) the Mezzanine Loan Commitment, if any, and (D) the Construction Loan Commitment, all of which together demonstrate that the Hotel Project is In Balance;

(iv) Lessee shall have provided to City, and City Manager shall have Approved in its sole discretion, any changes to the Budgeted Improvement Costs, provided that City Manager shall not withhold its Approval so long as Lessee has obtained and delivered to the City written evidence of the existence and availability of (A) Liquid Assets to fund the Equity Commitment, (B) the Initial Hotel Operator Financial Commitment, (C) the Mezzanine Loan Commitment, if any, and (D) the Construction Loan Commitment that demonstrate that the Hotel Project is In Balance;

(v) Lessee shall have reimbursed the City for the costs associated with the City's voter referendum in connection with this Lease, not to exceed Twenty Five Thousand Dollars ($25,000);

(vi) Lessee shall have obtained, and shall have delivered to City a copy of, all Governmental Approvals necessary for the Commencement of Construction and necessary for construction of all vertical elements of the Hotel Project;

(vii) Lessee and the Initial Hotel Operator shall have delivered to the City an instrument or instruments reasonably acceptable to the City (A) certifying that Lessee and the Initial Hotel Operator have duly executed and entered into the Management Agreement and any related franchise, technical services and/or centralized services agreements, that the Management Agreement and any other such agreements are in full force and effect and there are no defaults (or any events that could ripen into defaults) and attaching a true and correct copy of the Management Agreement and any such other agreements thereto, (B) acknowledging that for so long as the Initial Hotel Operator is managing and operating the Hotel Project it shall observe and comply with the Room Block Agreement and (C) in the form of an agreement among Lessee, the Initial Hotel Operator and the City, to the effect that if this Lease is terminated as a result of any Event of Default, the Hotel Operator shall, at the City's option, continue to perform under the Management Agreement in accordance with the terms thereof so long as the Hotel Operator is being paid compensation thereafter accruing under the Management Agreement and the City shall perform, and the Hotel Operator shall accept the City's performance of, the duties and obligations under the Management Agreement to be performed by the Lessee, as "owner," thereunder, but only to the extent accruing from and after the date of termination of this Lease; provided, however, if the First Leasehold Mortgagee enters into a similar agreement with the Lessee and the Hotel Operator, the City agrees that the Hotel Operator shall continue to perform and such performance shall not be optional on the part of the City;

(viii) Lessee shall have delivered to City, and City Manager shall have Approved, the Schedule of Performance for the Hotel Project (City agrees that it shall not withhold Approval thereof so long as the same reflects Completion of Construction by the Outside Completion Date and Lessee has provided reasonable evidence that such schedule is reasonable);

(ix) Lessee shall have presented evidence reasonably acceptable to the City that all required insurance coverages are in place;

(x) Lessee shall have delivered to the City Manager reasonable evidence that the Approved Plans have been approved by the First Leasehold Mortgagee and the Initial Hotel Operator;

(xi) Lessee shall have delivered to the City, a duly executed Assignment of Plans and Approvals, a duly executed Assignment of Hotel Project General Construction Contract and a duly executed Assignment of Contracts and Agreements;

(xii) Lessee shall have delivered to the City reasonable evidence that Lessee has invested the Portman Minimum Equity Contribution prior to the Possession Date, or if the Portman Minimum Equity Contribution has not been invested prior to the Possession Date, Lessee shall deposit the balance of the unfunded amount of the Portman Minimum Equity Contribution in escrow with an escrow agent reasonably satisfactory to the City to be drawn by Lessee on a monthly basis based upon presentation of invoices for Budgeted Improvement Costs;

(xiii) Lessee has provided to the City reasonable evidence that all conditions to funding the Construction Loan that can be satisfied as of such date have been satisfied and the Lessee has paid all commitment or loan fees due under the Construction Loan documents; and

(xiv) the representations and warranties made by the Lessee in this Lease pursuant to Sections 4.3(a) and 5.2 remain true and correct in all material respects on and as of the Possession Date.

(c) **Pre-Possession Period**. From and after the Effective Date, the Parties shall each use their respective diligent and commercially reasonable efforts to achieve the Possession Date timely.

(d) **Hotel Site Inspections**. Commencing on the date hereof and thereafter until this Lease is terminated or the Possession Date occurs, the City shall permit Lessee commercially reasonably access to the Hotel Site to conduct at Lessee's sole cost and expense, physical inspections, tests and studies of the Hotel Site and to the extent necessary to carry out the provisions of this Lease; provided, however, that such access shall not materially interfere with any ongoing operations at the Convention Center or the Fillmore Theater or the City's construction activity relating to the MBCC Project. Lessee, at all times and at its sole cost and expense, shall maintain or shall cause its Hotel Project General Contractor or other contractors in privity with Lessee to maintain, comprehensive general liability insurance as required in Article IX. Lessee shall restore any damage to the Hotel Site caused by any such inspections, tests or studies; provided that in no event shall Lessee be responsible for the discovery, exposure or release of hazardous substances or materials in, on or about the Hotel Site that are not introduced to the Hotel Site by Lessee, its agents, representatives, contractors, invitees or employees.

(e) **Indemnification**. Whether or not the Possession Date occurs, Lessee shall indemnify, defend and hold City and its respective officers, employees, agents, representatives, consultants, counsel and contractors (of any tier) harmless from and against all claims, actions, suits, charges, complaints, orders, liability, damages, loss, costs and expenses (including any attorneys' fees and costs of litigation) related to, arising from or in connection with the acts or omissions of Lessee, its agents, representatives, contractors or employees, including injury or death to persons or damage to their property, while exercising Lessee's right to access the Hotel Site and performance of such inspections, tests or studies pursuant hereto, except to the extent resulting from the negligence or willful misconduct of City or its officers, employees, agents, representatives, consultants, counsel and contractors, and except as limited in paragraph (d) above. The indemnification obligations of Lessee set forth in this paragraph shall expressly survive the expiration or termination of this Lease and notwithstanding any provision of this Lease to the contrary, City shall have all rights and remedies available at law or in equity in the enforcement of such indemnification obligations of Lessee or arising from Lessee's failure to perform such indemnification obligations.

(f) **Failure to Satisfy Conditions.** Notwithstanding anything contained in this Lease to the contrary, if: (i) any of the Possession Conditions have not occurred by the Outside Possession Date; (ii) Lessee does not close the Construction Loan by the Outside Construction Loan Closing Date; (iii) Lessee does not commence construction by the Outside Construction Commencement Date; (iv) Lessee does not Complete Construction by the Outside Completion Date; or (v) the Opening Date does not occur by the Outside Opening Date, then notwithstanding anything to the contrary set forth in Section 7.1 below, Lessee hereby waives any further right to cure, and the City shall be entitled to immediately revoke the licenses

granted to Lessee pursuant to the Assignment of Plans and Approvals, the Assignment of Hotel Project General Construction Contract and the Assignment of Contracts and Agreements and to immediately terminate this Lease upon written notice to the Lessee; provided that Lessee shall also have the right to immediately terminate this Lease upon written notice to the City on or before the Outside Possession Date if the event described in clause (i) of this Section 4.1(f) does not occur as described therein and in any such event, the Parties shall thereafter be released from all obligations set forth herein except any such obligations that expressly survive termination.

(g) **Easements**. Lessee agrees that this Lease shall be subject to and contingent upon the execution of certain easements, including any applicable access easements. On the Possession Date, the easements in substantially the forms attached hereto as **Exhibit "G"** (the "Easements") shall be executed by all necessary parties. The Parties shall also prior to the Possession Date enter into any easements which may be required by Lessee to connect utilities to the Hotel Site as shown in the Approved Plans. The Parties shall thereafter cause the Easements to be promptly recorded among the public records of Miami-Dade County, Florida. The Easements shall be held in escrow by the City and released therefrom and recorded among the public records of Miami-Dade County, Florida prior to the Commencement of Construction.

Section 4.2. Restrictive Covenants.

(a) **Permitted Use**. Lessee shall operate the Hotel Project throughout the Term as a convention headquarter hotel for the accommodation of hotel guests, and for related banquet, meeting and similar purposes, with related retail shops, restaurants and such other amenities as are consistent with the Hotel Standards.

(b) **Use Restrictions**. The Hotel Project shall not be used by Lessee, nor shall Lessee knowingly permit the use thereof by any other Person for the following: (i) any unlawful or illegal business, use or purpose; (ii) any business, use or purpose which is immoral, disreputable (including "adult entertainment establishments" and "adult" bookstores) or extra-hazardous; (iii) a nightclub where the sale of food is only incidental to the sale of alcoholic beverages and where the establishment is licensed and primarily operated from midnight to 5:00 a.m. as a "Dance hall" or "Entertainment Establishment" as defined by Section 114-1 of the City of Miami Beach Code (other than and specifically excluding the Hotel's lobby bars, rooftop bars or cocktail lounges, pool bars, restaurants, banquet functions or other similar food and beverage operations contemplated as part of the Approved Plans or the Mandatory Hotel Project Design Elements); (iv) any Gaming Establishment (whether or not such use is permitted by applicable law), or (v) any use that constitutes a public nuisance of any kind. Lessee shall have no right to convert the use of the Hotel Project or any portion thereof to any time sharing, time interval or cooperative form of ownership, or to subject the same to any condominium regime.

(c) **Nuisances Disallowed**. Lessee shall not make any use of the Leased Property, nor shall it allow any of its sub-lessees or invitees to make use of the Leased Property, in a manner that creates or reasonably will lead to a public or private nuisance under state or local law. Upon notification by City that such a nuisance is then being allowed on the Leased Property, Lessee shall promptly take steps necessary to abate such nuisance to the City's reasonable satisfaction. City shall retain all of its contract rights to abate a nuisance under the terms of this Lease, as well as its regulatory rights to abate such nuisance in accordance with then-current law.

(d) **No Discrimination**. Lessee shall comply with, and shall cause others to comply with, Governmental Requirements prohibiting discrimination by reason of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, and age or disability in the sale, lease, use or occupancy of the Hotel Project or any portion thereof. Lessee's compliance with the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, shall be a material term of this Lease. Lessee shall cause for this provision to be incorporated in the Management Agreement with the Hotel Operator.

(e) **Lessee's Rights To Operate a Convention Hotel Not Exclusive**. Except as specified herein, it is expressly understood and agreed that the rights granted under this Lease are non-exclusive and City reserves the right to grant similar privileges and similar leases to other lessees on other City-owned or leased property, and to take any and all actions (including the leasing of City property other than the Leased Property for any lawful purpose) that City is permitted to take under federal, state, and local law. Solely with respect to the development of other hotels on City-owned or City-leased property, the City agrees as follows:

(i) Collins Site. With respect to the City-owned property bounded by the south right-of-way line of 22nd Street to the North, the north right-of-way line of 21st Street to the South, the east right-of-way line of Collins Avenue to the West and the Atlantic Ocean to the East (the "Collins Site"), the City may at any time permit a hotel with up to 400 separately keyed hotel sleeping rooms to open for business to the general public, provided any such hotel at the Collins Site (1) contains leasable ballroom and conference/meeting space not exceeding in the aggregate a maximum of thirty (30) square feet per separately keyed sleeping room, and (2) is required to include the minimum elements required to obtain a five-star rating from the Forbes Travel Guide and a five-diamond rating from the American Automobile Association ("AAA"), or, if either one of these rating systems is discontinued, such hotel is required to include the minimum elements required to obtain at least one of the two ratings specified in this Section 4.2(e)(i).

(ii) 17th Street Garage Site. With respect to the City-owned property located at 640 17th Street, Miami Beach, Florida (the "17th Street Garage Site"), the City shall not permit a hotel to open for business to the general public for a period of four (4) years after the Opening Date. After the fourth anniversary of the Opening Date, the City may permit a hotel with up to 250 separately keyed hotel sleeping rooms to open for business to the general public at the 17th Street Garage Site.

(iii) Other City-Owned or City-Leased Sites Between 5th Street and 41st Street. Except with respect to any hotel developed at the Collins Site or any hotel developed at the 17th Street Garage Site in accordance with the provisions set forth above in Sections 4.2(e)(i) and 4.2(e)(ii), respectively, the City shall not permit any other hotel to open for business to the general public on City-owned or City-leased property within the area bounded by the north right of way line of 5th Street and the south right of way line of 41st Street, with an extension of both streets in an easterly and westerly direction to the waterfront, for a period of eight (8) years after the Opening Date.

(e) The foregoing restrictions in Sections 4.2(e)(i) through 4.2(e)(iii) shall expire at the end of the eighth anniversary of the Opening Date.

(f) **Room Block Agreement**. Lessee shall operate, and cause the Hotel Operator to operate, the Leased Property in material compliance with the terms of the Room Block

Agreement throughout the Term. In addition, Lessee shall not receive any commission, rebate or other compensation from any hotel located in the City of Miami Beach with respect to any group room block or room bookings made by any such Miami Beach hotel.

(g) **No Ownership Interests in Gaming Establishments in Miami-Dade County**. Lessee, and any Persons with an ownership interest in Lessee, shall not, directly or indirectly, own, operate or manage a Gaming Establishment in Miami-Dade County, Florida; provided, however, that the foregoing restriction shall not prevent Persons having an ownership interest in Lessee, from owning or Controlling in the aggregate five percent (5%) or less of the voting securities of any owner, operator or manager of a Gaming Establishment in Miami-Dade County, Florida.

(h) **Enforceability**. The restrictive covenants contained in this Section 4.2 shall be binding upon the Parties and shall be for the benefit and in favor of, and enforceable by, the Parties, and their successors and assigns, as the case may be. It is further understood that such covenants shall not benefit or be enforceable by any other Person.

Section 4.3. Representations.

(a) **Lessee's Representation**. Lessee represents to the City that its principals and Affiliates are experienced in the development, construction, leasing and operation of hotel properties generally, and that Lessee has independently determined the merits and risks of electing to proceed with the development of the Hotel Project, and that Lessee is not and, will not be relying upon any information that may have been or hereafter be provided to Lessee with respect to or relating to the financial results derived from, financial merits of investing in, or other economic or other benefits that may be realized from the development, construction, leasing and operation of the Hotel Project or sale of Lessee's interests in this Lease.

(b) **No Representation or Warranties By City**. Lessee acknowledges and agrees that it will be given the opportunity to perform all inspections and investigations concerning the Leased Property to its satisfaction prior to the Possession Date, and the City (i) except as specifically provided in this Lease, is not making and has not made any representations or warranties, express or implied, of any kind whatsoever with respect to the Leased Property, including any representation or warranty of any kind with respect to title, survey, physical condition, suitability or fitness for any particular purpose, the financial performance or financial prospects of the Hotel Project, its value, or any other economic benefit that can be realized or expected therefrom, the presence or absence of Hazardous Substances, the tenants and occupants thereof, the zoning or other Governmental Requirements applicable thereto, taxes, the use that may be made of the Leased Property, or any other matters with respect to this transaction or Lease); (ii) Lessee has relied on no such representations, statements or warranties, and (iii) City will in no event whatsoever be liable for any latent or patent defects in the Leased Property (including any subsurface conditions).

(c) **"AS IS" Condition of Leased Property**. Lessee acknowledges it has relied solely on Lessee's own inspections, tests, evaluations and investigations of and related to this Lease and the Leased Property in its determination of whether to proceed with this Lease and the Hotel Project. As a material part of the consideration of this Lease, Lessee agrees to accept the Leased Property on the Possession Date in its "AS IS" and "WHERE IS" condition "WITH ALL FAULTS" and latent or patent defects, and without representations and warranties of any kind, express or implied, or arising by operation of law.

(d) The provisions of this Section 4.3 shall survive the termination of this Lease.

Section 4.4. **Rent and Other Payments**. Lessee covenants and agrees to pay the City, from and after the date hereof and during the Term the following Rent, as applicable:

(a) **Base Rent**. Commencing as of the later of (i) Opening Date and (ii) the completion of construction of the MBCC Project such that the Convention Center may hold events utilizing all 4 main exhibit halls (the later of such dates being the "Rent Commencement Date"), and except as set forth below, monthly rent in the amount of the greater of (x) two and one-half percent (2.5%) of the Gross Operating Revenues for such month or (y) one-twelfth ($1/12^{th}$) of the Minimum Fixed Rent set forth in Section 4.4(a)(i) of this Lease ("Base Rent"); provided, however, that

- for each month during the period commencing on the Rent Commencement Date and ending on December 31 of the year in which the first anniversary of the Rent Commencement Date occurs (the "First Rent Year"), Base Rent shall be the greater of (x) one-half percent (0.5%) of the Gross Operating Revenues for such month or (y) one-twelfth ($1/12^{th}$) of the Minimum Fixed Rent;

- for each month during the period commencing on the first day after the end of the First Rent Year and ending on the day before the anniversary thereof (the "Second Rent Year"), Base Rent shall be the greater of (x) One percent (1.0%) of the Gross Operating Revenues for such month or (y) one-twelfth ($1/12^{th}$) of the Minimum Fixed Rent;

- for each month during the period commencing on the first day after the end of the Second Rent Year and ending on the day before the anniversary thereof (the "Third Rent Year"), Base Rent shall be the greater of (x) one and one-half percent (1.5%) of the Gross Operating Revenues for such month or (y) one-twelfth ($1/12^{th}$) of the Minimum Fixed Rent; and

- for each month from and after the end of the Third Rent Year, the Base Rent shall be the greater of (x) two and one-half percent (2.5%) of the Gross Operating Revenues for such month or (y) one-twelfth ($1/12^{th}$) of the Minimum Fixed Rent.

- for each year from and after the end of the Third Rent Year (each such year being a "Rent Year"), Lessee shall also pay as Base Rent (x) an amount equal to one and one-half percent (1.5%) of the Gross Operating Revenue for such Rent Year if, and only if, the Gross Operating Revenue for such Rent Year exceeds one hundred and ten percent (110%) of (i) in the first year after the Third Rent Year, the projected Gross Operating Revenue for such Rent Year in the pro forma which is developed with the input of the Initial Hotel Operator and accepted by the Construction Lender in connection with the closing of the Construction Loan (the "Fourth Year Projected GOR"), and (ii) in each Rent Year thereafter, the Fourth Year Projected GOR adjusted annually for inflation pursuant to Section 14.20 hereof, with such increase measured from the first day of each Rent Year until the first day of each succeeding Rent Year, and (y) an amount equal to one percent (1%) of the Gross Operating Revenue for such Rent Year if, and only if, the Gross Operating Revenue for such Rent Year exceeds one hundred and twenty five percent (125%) of (i) in the first year after the Third Rent Year, the Fourth Year Projected GOR, and (ii) in each Rent Year

thereafter, the Fourth Year Projected GOR adjusted annually for inflation pursuant to Section 14.20 hereof, with such increase measured from the first day of each Rent Year until the first day of each succeeding Rent Year (the amount payable pursuant to (x) and (y) above being the "Additional Base Rent").

The Base Rent shall be due and payable on or before the twenty-fifth (25th) day of each month following the month for which the Base Rent is applicable; provided that the Additional Base Rent shall be due and payable on or before the twenty-fifth (25th) day after the end of each Rent Year. Prior to the closing of the Construction Loan, Lessee shall provide City with a copy of the pro forma accepted by the Construction Lender in connection with the closing of the Construction Loan.

(i) Minimum Fixed Rent. "Minimum Fixed Rent" shall be an annual fixed rent payable in twelve (12) equal monthly installments, prorated as to any partial month, commencing on the Rent Commencement Date and continuing on the first day of each month thereafter. Attached as **Exhibit "R"** hereto is a schedule setting forth the Minimum Fixed Rent for the period commending on the Rent Commencement Date and ending on December 31 of the year in which the tenth (10th) anniversary of the Rent Commencement Date occurs; provided that the amount shown for the first year shall apply for the period commencing on the Rent Commencement Date and ending on December 31 of the year in which the first anniversary of the Rent Commencement Date occurs, prorated for any partial calendar years. Commencing on January 1st following the tenth anniversary of the Rent Commencement Date, and every ten (10) Lease Years thereafter (each, a "Minimum Fixed Rent Reset Date"), the Minimum Fixed Rent shall be adjusted to equal the greater of (x) the Minimum Fixed Rent payable for the period immediately preceding the Minimum Fixed Rent Reset Date, or (y) fifty-five percent (55%) of the average Base Rent payable for each twelve month period during the preceding ten (10) calendar year periods; provided that for the first Minimum Fixed Rent Reset Date item (y) shall be fifty-five percent (55%) of the average Base Rent for each twelve month period payable during the preceding five (5) calendar year period.

(ii) Each Base Rent payment shall be accompanied with documentation sufficient for City to verify the accuracy of the Base Rent payment, and in a format and of a detail reasonably required by City.

(iii) By May 1 of each year following the Rent Commencement Date, Lessee shall provide City with a certified report, prepared and attested to by an independent CPA, as to the correct Gross Operating Revenues for the previous calendar year. The report shall be prepared in accordance with the American Institute of Certified Public Accountants' requirements for special reports. All Base Rent payments and annual reports are subject to audit under Section 4.4(j).

(iv) Lessee shall be responsible for any applicable sales tax payable in connection with the Rent.

(b) **Transaction Rent**. Lessee covenants and agrees to pay the City as Additional Rent, within sixty (60) days after the closing of the first three Transfers effecting a sale of the entire Hotel Project or a Transfer of a Controlling interest in Lessee to an unaffiliated third party (other than a Transfer (i) pursuant to a foreclosure of a Leasehold Mortgage or a delivery by Lessee of a deed in lieu thereof or (ii) pursuant to a foreclosure of the pledge of ownership interests of Lessee granted pursuant to a Mezzanine Loan or Credit Enhancement or a delivery by Lessee of an assignment in lieu thereof), an amount equal to the lesser of (x) $2 million, or

(y) 0.25% of the gross sales price (less typical closing adjustments and credits) in connection with such Transfer (each "Transaction Rent"); provided that Transaction Rent shall be payable in connection with the first such Transfer (and such first Transfer shall be counted as the first Transfer) only if the gross sales price in connection with such Transfer exceeds $580 million (or a prorated portion thereof if such Transfer is of less than 100% of the ownership interests of Lessee). If the first such Transfer has a gross sales price equal to or less than $580 million, Transaction Rent shall apply to the next two (2) succeeding Transfers regardless of whether the gross sales price in connection therewith exceeds $580 million.

(i) An example of calculating Transaction Rent pursuant to Section 4.4(b) is set forth on Exhibit "O".

(c) **Non-subordination of Rent**. The Rent payable to City hereunder shall never be subordinated, including to any sums due under the Construction Loan or any other financing by Lessee, and City shall at all times have a first priority right to payment of the Rent from Gross Operating Revenues.

(d) **Payment of Rent and Other Payments**. All Rent and other payments hereunder required to be made to the City shall be paid to the City at the Office of the Director of Finance, Miami Beach City Hall, 1700 Convention Center Drive, 3rd Floor, Miami Beach, Florida 33139 and in such manner or at such other place as the City shall designate from time-to-time in a notice given pursuant to the provisions of Section 14.5.

(e) **Late Payment Charge**. In the event the Lessee fails to make any payments, as required to be paid under the provisions of this Lease, within fifteen (15) days after same shall become due, interest at the Default Rate shall accrue against the delinquent payment(s) from the original due date until the City actually receives payment. The right of the City to require payment of such interest and the obligation of the Lessee to pay same shall be in addition to and not in lieu of the rights of the City to enforce other provisions herein, including termination of this Lease, and to pursue other remedies provided by law. All payments of money required to be paid to the City by Lessee under this Lease other than Base Rent, including interest, late fees, penalties and contributions, shall be treated as Additional Rent.

(f) **Dishonored Check or Draft**. In the event that the Lessee delivers a dishonored check, draft or wire transfer to the City in payment of any obligation arising under this Lease, the Lessee shall incur and pay City an amount that is three (3) times the service fee incurred by City for such dishonored check or draft. Further, in such event, the City may require that future payments required pursuant to this Lease be made by cashier's check or other means acceptable to the City.

(g) **Holdover Rental**. In the event that the Lessee remains in possession of the Leased Property beyond the Term or termination of this Lease, the Lessee shall be bound by all of the terms and conditions of this Lease to the same extent as if this Lease were in full force and effect during the time beyond the expiration date of this Lease. However, during any such possession of the Leased Property, as a holdover tenant after the City has demanded the return of the Leased Property, the Lessee shall be liable for double the Base Rent being paid at that time, or, if Section 83.06, Florida Statutes, as amended provides a greater amount, then whatever greater amount is specified in the Florida Statutes.

(h) **No Abatement of Rent**. Except as may be otherwise expressly provided herein, there will be no abatement, diminution or reduction of Rent payable by Lessee hereunder or of the other obligations of Lessee hereunder under any circumstances.

(i) **Lessee Improvements Not Deemed Rent**. The Lessee Improvements will be made by Lessee in order to put the Leased Premises in a condition suitable for the operation of the Lessee's business. The cost or value of the Lessee Improvements is intended by the parties to inure solely to the benefit of the Lessee and no portion of such cost or value is intended to inure to the benefit of the City or constitute rent, license fee or other consideration for the right to occupy the Leased Property or the Lessee Improvements until the surrender of the Leased Property from Lessee to the City at the expiration or earlier termination of this Lease.

(j) **Records and Reporting**.

(i) For the purpose of permitting verification by the City of any amounts due to it, including an account of Gross Operating Revenues, Base Rent and Transaction Rent, Lessee shall keep and preserve for at least five (5) years in Miami-Dade County, Florida, at the address specified in Section 14.5, or at its home office, auditable original or duplicate books and records for the Hotel Project, which shall disclose all financial information regarding the Hotel Project, including information required to determine Base Rent and Transaction Rent. All such records shall be maintained in every material respect according to GAAP and, as applicable to the Hotel, the Uniform System. The City shall, on commercially reasonable notice, have the right during normal business hours at the expense of the City unless otherwise provided herein to inspect such books and records and make any examination or audit or copy thereof which the City may require at any time within one year after (a) submittal of the annual certification to City set forth in Subsection 4.4(j)(ii) with respect to the Gross Operating Revenues, and (b) a Transfer pursuant to which Transaction Rent is due in accordance herewith, with respect to the gross sales price of such Transfer, as applicable. Records copied by the City, if any, shall be subject to the requirements of the Florida Public Records Act set forth in Chapter 119 of the Florida Statutes ("Public Records Act"). To the fullest extent permitted by law, City shall protect from disclosure any records that are confidential and exempt from disclosure under Florida law, provided, however, that nothing herein shall preclude the City or its employees from complying with the disclosure requirements of the Public Records Act, and any such compliance shall not be deemed an event of default by the City under this Lease. City shall use its good-faith, diligent efforts to provide timely written notice to Lessee of any public records request seeking any records of the Lessee that may be within the City's custody, possession or control, to permit Lessee the opportunity to seek to protect such information from disclosure. If such audit shall disclose a liability for Rent in excess of the Rent theretofore paid by Lessee for the period in question, Lessee shall pay such excess amounts, together with interest at the Default Rate, as Additional Rent within thirty (30) days after receipt of written demand therefor, and if such audit shall disclose an overpayment of the Rent theretofore paid, the City shall return the excess to Lessee within thirty (30) days after receipt of written demand therefore.

(ii) Lessee shall provide the City with an annual Audited Gross Operating Revenues Schedule for each Lease Year during the Term, certified by the Lessee's outside CPA, within one hundred twenty (120) days after the close of each Lease Year (including the Lease Year in which this Lease terminates or is terminated) specifying the Gross Operating Revenues, for each of the categories or items identified in the definition of Gross Operating Revenues category, Base Rent for the applicable Lease Year and Additional Base Rent, if any.

(iii) If Lessee shall fail to deliver the foregoing annual Audited Gross Operating Revenues Schedule to the City within said one hundred twenty (120) day period, the City shall have the right to either conduct an audit itself or to employ an independent certified public accountant to examine such books and records as may be necessary to certify the amount of Rents due with respect to such Lease Year and to obtain the information described above. Lessee shall pay to the City, within thirty (30) days after receipt of written demand thereof, as Additional Rent, the cost of any audit performed by or for the City pursuant to this item (iii).

(iv) If the City disagrees with the annual Audited Gross Operating Revenues Schedule provided by Lessee, it may conduct its own audit within one year after receipt of same by City, which Lessee shall pay for if said audit demonstrates a deficiency of more than three percent (3%), in the amount of Base Rent due to the City. If in the course of any audit the City identifies a deficiency in excess of five percent (5%) in the amount of Base Rent (including any Additional Base Rent due to the City), the City shall have the right to audit Lessee's books and records for the three (3) prior calendar years. If the City identifies any deficiencies in excess of five percent (5%) in the amount of Base Rent (including any Additional Base Rent) due as a result of an audit of any of those three (3) prior calendar years, the City shall have the right to audit an additional two (2) prior calendar years. Any dispute between the two audits which cannot be resolved by the Parties shall be resolved in accordance with Section 7.8 of this Lease. The cost of any audit by the City which Lessee is required to pay the cost of pursuant to this Section shall be the cost charged to the City by its independent auditors, or if done by City personnel, the direct employee salary cost to the City for the time spent by said employees in performing such audit, but not in excess of what would have been charged to the City for the same service by the City's outside auditors.

(v) Quarterly, commencing on the Possession Date and continuing until the Completion of Construction, and not less often than annually thereafter, Lessee shall deliver to the City a written report detailing the employment by Lessee of City of Miami Beach and Miami-Dade County residents in the construction, operation and maintenance of the Hotel Project.

Section 4.5. <u>Covenants for Payment of Public Charges by Lessee</u>.

(a) **<u>Payment of Public Charges</u>**. Payment of Public Charges includes:

(i) Lessee, in addition to the Rent and all other payments due to City hereunder, covenants and agrees timely to pay and discharge, before any fine, penalty, interest or cost may be added, all real and personal property taxes, all ad valorem real property taxes, all taxes on Rents payable hereunder and under Subleases, tourist, room and restaurant taxes, restaurant taxes, and public assessments (including, without limitation, permit fees, impact fees and other public charges); and

(ii) Special Assessments pursuant to Section 4.5(d), electric, water and sewer rents, rates and charges levied, assessed or imposed by any Governmental Authority against the Leased Property, including all Lessee Improvements thereon, in the same manner and to the same extent as if the same, together with all Lessee Improvements thereon were owned in fee simple by Lessee.

(collectively, "Public Charges");

(b) Lessee's obligation to pay and discharge Public Charges levied, assessed or imposed against or with respect to the Leased Property shall not commence until the Possession Date. All such charges shall be prorated if the Possession Date is not at the beginning of the calendar year. Lessee, upon written request, shall furnish or cause to be furnished to the City, official receipts of the appropriate taxing authority, or other proof satisfactory to the City evidencing the payment of any Public Charges.

(c) **Contesting Impositions**.

(i) Lessee shall have the right to contest the amount or validity, in whole or in part, of any Public Charges, for which Lessee is, or is claimed to be, liable, by appropriate proceedings diligently conducted but only after payment of such Public Charges, unless such payment would operate as a bar to such contest or materially interfere with the prosecution thereof, in which event, payment of such Public Charges may be postponed if, and only if, Lessee has deposited with City, in its capacity as landlord under this Lease, cash or other security Approved by the City Manager in the amount so contested and unpaid, together with interest and penalties in connection therewith and any other charges that may be assessed against or become a charge on the Leased Property or any part thereof in such proceedings. Upon the termination of any such proceedings, Lessee shall pay the amount of such Public Charges or part thereof, if any, as finally determined in such proceedings, together with any costs, fees, including counsel fees, interest, penalties and any other liability in connection therewith, and may use the cash or other security deposited with the City for such purpose.

(ii) City shall not be required to join in any proceedings referred to in this Section 4.5(c) unless:

(1) Governmental Requirements shall require that such proceedings be brought by or in the name of City; or

(2) the proceeding involves the assessment or attempted assessment of a real estate or ad valorem tax on the Leased Property,

in which event the City shall join in such proceedings or permit the same to be brought in the City's name. Notwithstanding the foregoing, City's joinder and cooperation shall be limited to actions necessary to enable Lessee to satisfy technical requirements of any action or proceeding and in no event shall City be required to join in such action or proceeding in any substantive capacity.

(iii) Except for any counsel it retains separately, the City shall not be subjected to any liability to pay any fees, including counsel fees, costs and expenses regarding such proceedings. Lessee agrees to pay such fees, including commercially reasonable counsel fees, costs and expenses or, on demand, to make reimbursement to the City for such payment. The City will endeavor to use in house counsel whenever possible, in accordance with the City's customary practices.

(d) **Special Assessments**. The City retains all its rights to impose nondiscriminatory special assessments or other public charges; provided, however, if at any time the City, in its municipal capacity, subjects non-governmental users to an exclusive franchise for trash removal or other public services, Lessee will be treated the same as similarly sized and situated properties (such as the Miami Beach Loews Hotel).

(e) **No Tax Abatements or Other Public Subsidies to Lessee**. Lessee shall not receive any tax abatement, public subsidy or rebate with respect to any Public Charges (including, without limitation, City, Miami-Dade County, or State of Florida taxes of any kind), other than any tax benefits generally available or provided to other similarly situated or similarly sized hotels or businesses.

ARTICLE V
ASSIGNMENT

Section 5.1. Purpose of Restrictions on Transfer. This Lease is granted to Lessee solely to develop the Hotel Project and its subsequent use according to the terms hereof, and not for speculation in landholding. Lessee recognizes that, in view of the importance of developing the Hotel Project to the general welfare of the City and the general community, the Lessee's qualifications and identity are of particular concern to the community and the City. Accordingly, Lessee acknowledges that it is because of such qualifications and identity that the City is entering into this Lease with Lessee, and, in so doing, the City is further willing to accept and rely on the Lessee's obligations for faithfully performing all its undertakings and covenants.

Section 5.2. Transfers. Lessee represents and warrants that Lessee has not made, created or suffered any Transfers as of the date of this Lease and that the Persons that have an ownership interest in Lessee on the date of this Lease are listed, together with their percentage and character of ownership, on **Exhibit "M"**. No Transfer may or shall be made, suffered or created by Lessee, its successors, assigns or transferees without complying with the terms of this Article V. Any Transfer that violates this Lease shall be null and void and of no force and effect.

Section 5.3. Permitted Transfers.

(a) Prior to the Opening Date, other than Permitted Transfers, no Transfer will be permitted without the written Approval of the City.

(b) Each of the following Transfers, shall be permitted hereunder without the City's Approval ("Permitted Transfers"):

(i) a Transfer prior to the Possession Date of a direct or indirect interest in Lessee to an equity investor funding the balance of the Equity Commitment in excess of the Portman Minimum Equity Contribution (together with any additional amounts funded by Portman or one of its Affiliates), provided that such transferee is an Acceptable Owner;

(ii) a Transfer after the Opening Date of the entire Hotel Project or any direct or indirect interest in Lessee provided that (i) the transferee is an Acceptable Owner; (ii) the City is given written notice thereof together with true and correct copies of the proposed Transfer documents and other agreements between the parties and current certified financial statements (to the extent applicable) and other relevant information of the proposed transferee in accordance with the time frames set forth on **Exhibit "A"** attached hereto in order for City Manager to confirm that the transferee (or the Lessee) is an Acceptable Owner; (iii) no Event of Default has occurred and is continuing and (iv) all of the conditions precedent to the effectiveness of such Transfer as set forth in Section 5.5 hereof are satisfied;

(iii) Any Transfer, if in accordance with the terms and conditions of Article VI, by the First Leasehold Mortgagee, to an agent, designee or nominee of the First Leasehold Mortgagee that is wholly owned or Controlled by such First Leasehold Mortgagee;

(iv) Any Transfer directly resulting from the foreclosure of a First Leasehold Mortgage or the granting of a deed in lieu of foreclosure of a First Leasehold Mortgage or any Transfer made to the purchaser at foreclosure of a First Leasehold Mortgage or to the grantee of a deed in lieu of foreclosure of a First Leasehold Mortgage (if such purchaser or grantee is a nominee in interest of the First Leasehold Mortgagee), and provided further that such Transfer, purchase or grant is in accordance with the terms and conditions of Article VI;

(v) Any Transfer directly resulting from a conveyance to a First Leasehold Mortgagee of Lessee's interest provided it is in accordance with the terms and conditions of Article VI;

(vi) Any Transfer directly resulting from the foreclosure by the Mezzanine Lender of a pledge of ownership interests of Lessee or any Transfer made to the purchaser at a foreclosure of such pledge of ownership interests of Lessee (if such purchaser is a nominee in interest of the Mezzanine Lender), or any assignment in lieu of such foreclosure, provided that such Transfer is in accordance with the terms and conditions of Article VI;

(vii) Any Transfer, or series of Transfers, not permitted pursuant to Sections 5.3(b)(i) and 5.3(b)(ii) above of not more than an aggregate of ten percent (10%) of the direct or indirect ownership interests in Lessee, provided that at all times after such Transfer, Portman or an Affiliate thereof, an Acceptable Owner or other successor Person Approved by the City Manager has the power to direct the day-to-day management and policies of Lessee;

provided, however, in the case of any Transfer hereunder, the proposed transferee shall not, directly or indirectly, own, operate or manage any Gaming Establishment in Miami-Dade County, Florida and any purported Transfer in violation hereof shall be null and void and of no force and effect; provided, however, that the foregoing restriction shall not apply to a proposed transferee if all Persons owning or Controlling such proposed transferee, own or control in the aggregate five percent (5%) or less of the voting securities of any owner, operator or manager of a Gaming Establishment in Miami-Dade County, Florida.

Section 5.4. <u>Transfer Requiring City's Approval</u>. Regarding any Permitted Transfer pursuant to Section 5.3(b) or any other Transfer that is not a Permitted Transfer, Lessee shall give or cause to be given to the City written notice of a Transfer (in the case of a Permitted Transfer), or written notice requesting Approval of any other Transfer that is not a Permitted Transfer, and submitting all information reasonably necessary for the City Manager (or the City Commission, with respect to Transfers to certain Foreign Instrumentalities as specified herein) to evaluate the proposed transferees and the Transfer and to obtain the City's Approval of same, when required. If a Permitted Transfer, said information shall demonstrate that the transferee is an Acceptable Owner as set forth on **Exhibit "A"** attached hereto If not a Permitted Transfer, Lessee shall provide to the City the information described in Paragraph C of **Exhibit "A"** and the provisions described in Paragraph D of **Exhibit "A"** shall apply. The City's confirmation or Approval process shall proceed as set forth on **Exhibit "A"** attached hereto. Any Approval of a Transfer to a Foreign Instrumentality (other than to any of the member

countries of the European Union[1] or the Gulf Cooperation Council[2], each as existing as of the Effective Date, Canada, Mexico, countries located in South America, Japan, South Korea, Singapore and Australia, or Persons Controlled by any of the foregoing countries) shall be subject to the prior written approval of the City Commission, which approval may be granted, conditioned or withheld by the City Commission in its sole discretion. Any Approval of a Transfer shall not waive any of the City's rights to Approve or disapprove of any subsequent Transfer. Lessee shall from time to time throughout the Term, as the City shall reasonably request, furnish the City with a complete statement, subscribed and sworn to by a Responsible Officer of Lessee, setting forth the full names and address of holders of the ownership interests in Lessee who hold, directly or indirectly, at least a ten percent (10%) interest in Lessee as well as to confirm the percentage ownership interest, if any, of such Responsible Officer.

Section 5.5. Effectiveness of Transfers. No Transfer shall be effective unless and until all of the following conditions precedent are satisfied within thirty (30) days of such Transfer:

(a) executed copies of the Transfer documents and other agreements between the parties to the Transfer are delivered to the City; and

(b) where the Transfer is pursuant to Section 5.3(b)(ii), and if it is of the entire Hotel Project, the Person to which any such Transfer is made, by a commercially reasonable, written instrument and in form recordable among the public records, shall, for itself and its successors and assigns, and especially for the benefit of the City, expressly assume all of the obligations of Lessee under this Lease and agree to be liable and subject to all conditions and restrictions to which Lessee is subject.

Section 5.6. Subletting.

(a) Subject to the other terms and conditions of this Lease, Lessee shall have the right to enter into Subleases of portions of the Leased Property at any time and from time to time during the Term of this Lease with such Subtenants and upon such commercially reasonable terms and conditions as Lessee shall deem fit and proper, provided the Sublease is consistent with this Lease and consistent with the Hotel Standards. At the City's request, Lessee shall allow the City to review and inspect any and all Subleases for the Hotel Project.

(b) Lessee covenants that it will perform and observe in all material respects all the terms, covenants, conditions and agreements required to be performed and observed by it under each Sublease. Lessee agrees that each Sublease shall:

(i) require the Subtenant to maintain adequate books and records including reasonably detailed information on Gross Operating Revenues of the applicable subleased portion of the Leased Premises and to submit the same for inspection and audit by the City and require the Subtenant to comply with Governmental Requirements;

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[1] As of 7/17/2015, the member countries are Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom.

[2] As of 07/17/2015, the member countries are Bahrain, Kuwait, Oman, Qatar, Saudi Arabia and the United Arab Emirates.

(ii) provide that, if this Lease terminates, the Subtenant shall, if required by the City, pay all rents and all other charges required by such Sublease directly to the City; and

(iii) obligate the Subtenant not to violate any term, covenant or restriction applicable to Lessee that is contained in this Lease. In addition, Lessee shall in all events require and cause Subtenants to perform obligations imposed by the Lease and applicable to such Sublease (specifically including the obligations set forth in this Section 5.6).

(c) Notwithstanding anything to the contrary contained herein, at all times the Base Rent payable to the City with respect to all portions of the Leased Property, whether or not subleased to a Subtenant, shall be based on the Gross Operating Revenues of the Leased Property, including any subleased portion of the Leased Property, and shall not be based on the Sublease rent paid by any Subtenant thereunder (and such Sublease rent shall not be included in calculating Gross Operating Revenues), except solely with respect to a portion of the Leased Property leased to a Subtenant for purposes of operating a gift shop; a car rental facility; FedEx, UPS or a similar delivery service; beachwear and equipment rental; and antennae; in which cases, such Sublease rent (but not Gross Operating Revenues of such Subleased portions of the Leased Property) shall be included in calculating Gross Operating Revenues.

ARTICLE VI
MORTGAGE FINANCING; RIGHTS OF MORTGAGEE AND LESSEE

Section 6.1. Conditions of Financing and Leasehold Mortgage.

(a) Lessee shall have the right to secure one or more financings or re-financings and, in conjunction with and to secure that financing or re-financing, may enter into a First Leasehold Mortgage in favor of a First Leasehold Mortgagee and/or a pledge of its ownership interests in favor of a Mezzanine Lender, provided that:

(i) any such secured financing of the Hotel Project exclusively secures debt of the Lessee directly related to the Hotel Project;

(ii) no First Leasehold Mortgage or other encumbrance executed by the Lessee in connection with such First Leasehold Mortgage or Mezzanine Loan or otherwise will extend to or be a lien or encumbrance upon City's interest in any part of the Leased Property or in any right appurtenant to that interest;

(iii) the First Leasehold Mortgage and any other encumbrance executed by the Lessee in connection with such First Leasehold Mortgage or otherwise shall at all times, without the necessity for the execution of any further documents, be subject and subordinate to the interest of the City in the Leased Property; provided that the First Leasehold Mortgagee agrees from time to time upon request and without charge to execute, acknowledge and deliver any instruments reasonably requested by the City under this Lease to evidence the foregoing subordination;

(iv) the rights of the City in the Leased Property and arising out of this Lease shall not be affected by the First Leasehold Mortgage, First Leasehold Mortgagee, Mezzanine Loan or Mezzanine Lender, nor shall the City be deprived in any other way of its rights in the Leased Property or under this Lease, except to the extent provided in this Article VI or in any

subordination or other written agreement between the City and such First Leasehold Mortgagee or Mezzanine Lender;

(v) Lessee shall at all times remain liable hereunder for the payment of Rent and the performance of all covenants and conditions of this Lease as provided in this Lease;

(vi) at the time of the closing of the financing or re-financing, Lessee certifies to the City that the Hotel Project, after taking into account all existing debt of the Lessee, is projected to have and be able to sustain a Debt Service Coverage Ratio of not less than 1.25 (based on the reasonably projected first stabilized year for any financing that closes prior to the end of the reasonably projected first stabilized year, and any twelve (12) consecutive months out of the previous eighteen (18) months of operations for subsequent financings);

(vii) at the time of the closing of the financing or re-financing, the aggregate amount of the principal indebtedness secured by (a) mortgages encumbering Lessee's interest in the Leased Property and/or (b) pledges of ownership interests of Lessee, does not exceed an amount equal to seventy percent (70%) of the sum of (1) the then value of Lessee's interest in the Leased Property and any improvements previously constructed on the Leased Property, as reasonably determined by a third-party appraiser selected by the City and engaged at Lessee's sole expense, which appraiser must have at least ten (10) years of experience in appraising hotel properties of at least four hundred (400) rooms in the Miami Beach area, (2) the value of any improvements to be constructed on the Leased Property with the proceeds of such financing or re-financing, and (3) all costs incurred, and all reserves required, in connection with such financing or re-financing;

(viii) the First Leasehold Mortgagee waives all right and option to retain and apply the proceeds of any insurance or the proceeds of any condemnation award toward payment of the sum secured by the First Leasehold Mortgage to the extent such proceeds are required for the demolition, repair or restoration of the Leased Property in accordance with the provisions of this Lease; and

(ix) no purchaser at any foreclosure sale will acquire any right, title or interest in or to this Lease, unless such purchaser, in a written instrument reasonably satisfactory to the City, assumes and agrees to perform all of the terms, covenants and conditions of Lessee hereunder arising after the date of such Transfer (provided that City does not waive or relinquish its right, and shall have the right, to enforce its remedies with respect to any Event of Default existing as of the date of such Transfer), that no additional mortgage or assignment of this Lease or pledge of ownership interests of Lessee will be made except in accordance with the provisions contained in this Article VI, and that a duplicate original of such written instrument, duly executed and acknowledged by such purchaser and in recordable form, is delivered to the City immediately after the consummation of such sale, or, in any event, prior to taking possession of the Leased Property.

(b) Prior to the date (i) a First Leasehold Mortgage is recorded or (ii) the Mezzanine Lender, if any, enters into a Mezzanine Loan or Credit Enhancement agreement with Lessee, the First Leasehold Mortgagee or Mezzanine Lender, as applicable, Lessee and the City (by and through the City Manager) shall enter into a non-disturbance and attornment agreement containing the provisions set forth in Section 6.1(d) below and such other terms and conditions as are reasonably acceptable to the First Leasehold Mortgagee or Mezzanine Lender, as applicable, and the City Manager, after consultation with the City's Chief Financial Officer and City Attorney.

(c) Lessee shall deliver to the City, promptly after execution by Lessee, (i) a true and verified recorded copy of any First Leasehold Mortgage and any amendment, modification or extension thereof, together with the name and address of the First Leasehold Mortgagee and (ii) a true and correct copy of any Mezzanine Loan or Credit Enhancement agreement and any amendment, modification or extension thereof, together with the name and address of the Mezzanine Lender.

(d) For so long as any First Leasehold Mortgage encumbers the Leased Property, or, as applicable, a Mezzanine Lender holds a pledge of Lessee's ownership interest, and provided the conditions of Section 6.1(a) through (c) above have been satisfied:

(i) in any event where the City gives Lessee notice of an Event of Default, the City shall deliver a copy of such notice to the First Leasehold Mortgagee and Mezzanine Lender, at the name and address designated in writing by the First Leasehold Mortgagee and Mezzanine Lender to the City from time to time (the City shall be deemed to have fulfilled its notice obligation by providing the required notice to the address delivered to the City in accordance with Section 6.1(c) or such other address so designated by the First Leasehold Mortgagee or Mezzanine Lender to the City in writing and shall not be responsible for any liability in the event such address is not current);

(ii) notwithstanding the time allowed for Lessee to cure an Event of Default, the First Leasehold Mortgagee and the Mezzanine Lender shall have the right, but not the obligation, up to fifteen (15) days following the City's notice thereof to cure a monetary default and thereafter keep all Rent and other amounts due hereunder current, and up to thirty (30) days following the City's notice thereof to cure a non-monetary Event of Default (except an Event of Default under Sections 7.1(c) or (d) hereof, for which the First Leasehold Mortgagee and Mezzanine Lender will not be given any additional time to remedy), but if such non-monetary Event of Default cannot be cured within such thirty (30) day period, then the First Leasehold Mortgagee and Mezzanine Lender shall have up to ninety (90) days to cure, provided that it has started to do so within the initial thirty (30) day period and thereafter continues to diligently pursue the cure. The City will accept performance by the First Leasehold Mortgagee and Mezzanine Lender of any covenant, condition or agreement on Lessee's part to be performed hereunder with the same force and effect as though performed by Lessee; and

(iii) notwithstanding the provisions of Article VII hereof, no Event of Default by Lessee will be deemed to exist as to the First Leasehold Mortgagee as long as the First Leasehold Mortgagee, in good faith, either promptly (A) commences to cure such Event of Default and prosecute the same to completion in accordance with clause (ii) above, or (B) if the nature of any non-monetary Event of Default (except an Event of Default under Sections 7.1(c) or (d) hereof, for which the First Leasehold Mortgagee will not be given any additional time to remedy) is such that possession of the Hotel Project is reasonably necessary to cure the Event of Default or if the Event of Default is of the type that cannot commercially reasonably be cured by the First Leasehold Mortgagee (e.g., Lessee bankruptcy) (and which will be waived as to the First Leasehold Mortgagee if the First Leasehold Mortgagee cures all other Events of Default), files a complaint for foreclosure and thereafter prosecutes the foreclosure action in good faith and with diligence and continuity and obtains possession directly or through a receiver, and as promptly as practicable after obtaining such possession, commences promptly to cure such Event of Default and to prosecute the same to completion in good faith and with diligence and continuity; provided, however, that the First Leasehold Mortgagee has delivered to the City, in writing within twenty (20) days following receipt of City's notice of default, its agreement to take

the action described in clause (A) or (B) of this clause (iii), and that during the period in which such action is being taken (and any foreclosure proceedings are pending), all of the other obligations of Lessee under this Lease, to the extent they are susceptible of being performed by the First Leasehold Mortgagee (e.g., the payment of Rent), are being duly performed. However, at any time after the delivery of the aforementioned agreement, the First Leasehold Mortgagee may notify the City, in writing, that it has relinquished possession of the Leased Property, or that it will not institute foreclosure proceedings or, if such proceedings have been commenced, that it has discontinued them, and in such event, the First Leasehold Mortgagee will have no further liability under such agreement from and after the date which is 30 days after it delivers such notice to the City (except for any obligations accruing prior to 30 days after the date it delivers such notice), and, thereupon, subject to the rights of the Mezzanine Lender set forth in clause (iv) below, the City will have the unrestricted right to terminate this Lease and to take any other action it deems appropriate by reason of any Event of Default, and upon any such termination, the provisions of Section 6.1(h) hereof will apply.

(iv) notwithstanding the provisions of Article VII hereof, no Event of Default by Lessee will be deemed to exist as to the Mezzanine Lender as long as the Mezzanine Lender, in good faith, either promptly (A) commences to cure such Event of Default and prosecute the same to completion in accordance with clause (ii) above, or (B) if the nature of any non-monetary Event of Default (except an Event of Default under Sections 7.1(c) or (d) hereof, for which the Mezzanine Lender will not be given any additional time to remedy) is such that possession of the Lessee's ownership interests is reasonably necessary to cure the Event of Default or if the Event of Default is of the type that cannot commercially reasonably be cured by the Mezzanine Lender (e.g., Lessee bankruptcy) (and which will be waived as to the Mezzanine Lender if the Mezzanine Lender cures all other Events of Default), has taken all reasonable steps necessary to foreclose the pledge of the Lessee's ownership interests, and prosecutes such action in good faith and with diligence and continuity and obtains possession of the Lessee's ownership interest, and as promptly as practicable after obtaining such possession, commences promptly to cure such Event of Default and to prosecute the same to completion in good faith and with diligence and continuity; provided, however, that the Mezzanine Lender has delivered to the City, in writing within twenty (20) days following receipt of City's notice of default, its agreement to take the action described in clause (A) or (B) of this clause (iv), and that during the period in which such action is being taken, all of the other obligations of Lessee under this Lease, to the extent they are susceptible of being performed by the Mezzanine Lender (e.g., the payment of Rent), are being duly performed. However, at any time after the delivery of the aforementioned agreement, the Mezzanine Lender may notify the City, in writing, that it has relinquished possession of the Lessee's ownership interests or that it will not seek to foreclose the pledge of Lessee's ownership interests or, if such foreclosure has commenced, that it has been discontinued, and in such event, the Mezzanine Lender will have no further liability under such agreement from and after the date which is 30 days after it delivers such notice to the City (except for any obligations accruing prior to 30 days after the date it delivers such notice), and, thereupon, subject to the rights of the First Leasehold Mortgagee set forth in clause (iii) above, the City will have the unrestricted right to terminate this Lease and to take any other action it deems appropriate by reason of any Event of Default, and upon any such termination, the provisions of Section 6.1(h) hereof will apply.

(e) From and after the date upon which the City receives the notice described in Section 6.1(c) hereof, the City will not (i) consent to a cancellation or surrender of this Lease (except upon the expiration of the Term), or any amendment or modification materially increasing the Lessee's obligations hereunder or (ii) terminate this Lease other than as provided in this Article VI (except upon the expiration of the Term) without the prior written consent of the

First Leasehold Mortgagee and Mezzanine Lender, which consent shall not be unreasonably delayed, conditioned or withheld.

(f) Foreclosure of a First Leasehold Mortgage or any sale thereunder, whether by judicial proceedings or by any power of sale contained in the First Leasehold Mortgage or applicable law, or any conveyance of the Hotel Project from Lessee to the First Leasehold Mortgagee in lieu of the foreclosure or other appropriate proceedings in the nature thereof, or any foreclosure of a Mezzanine Loan, or conveyance of the Lessee's ownership interest in lieu thereof, shall not:

(i) require the City's consent; or

(ii) provided the First Leasehold Mortgagee or the Mezzanine Lender has complied with the provisions of this Article VI, constitute a breach of any provision of or a default under this Lease.

(g) If the First Leasehold Mortgagee or any other foreclosure sale purchaser subsequently assigns or transfers its interest under this Lease after acquiring the same by foreclosure or by an acceptance of a deed in lieu of foreclosure or subsequently assigns or transfers its interest under any such new lease entered into pursuant to Section 6.1(h) below, and in connection with any such assignment or transfer, the First Leasehold Mortgagee or any other foreclosure sale purchaser takes back a First Leasehold Mortgage to secure a portion of the purchase price, the holder of such First Leasehold Mortgage shall be a First Leasehold Mortgagee entitled to receive the benefit of this Article VI and all other provisions of this Lease intended for the benefit of a First Leasehold Mortgagee. Similarly, if a Mezzanine Lender or a purchaser under a UCC sale obtains title to the ownership interests in Lessee and subsequently assigns or transfers its interests in such ownership interests, or subsequently assigns or transfers its interest under any new lease entered into pursuant to Section 6.1(h) below, and in connection with any such assignment or transfer, the Mezzanine Lender or any other UCC sale purchaser takes back a pledge of the Lessee's ownership interests to secure a portion of the purchase price, the holder of such pledge shall be a Mezzanine Lender entitled to receive the benefit of this Article VI and all other provisions of this Lease intended for the benefit of a Mezzanine Lender.

(h) Should the Lessee or any First Leasehold Mortgagee or Mezzanine Lender not cure the alleged Event of Default as provided in this Section 6.1, the City has the right to terminate this Lease by reason of any uncured Event of Default as provided in this Lease. If this Lease is terminated by the City in accordance with the foregoing or is terminated as a result of the bankruptcy of the Lessee, the City shall give written notification of such termination to the First Leasehold Mortgagee and Mezzanine Lender, and the City shall, upon written request of the First Leasehold Mortgagee to the City received within thirty (30) days after such notice of termination, enter into a new lease of the Leased Property with such First Leasehold Mortgagee or Lessee (as owned by Mezzanine Lender), as lessee, for the remainder of the Term with the same covenants, conditions and agreements (except for any requirements which have been fully satisfied by Lessee or City prior to termination or which pertain to the ownership of Lessee) as are contained herein.

(i) The City's delivery of the Leased Property to the First Leasehold Mortgagee or Lessee (as owned by Mezzanine Lender), as applicable, as lessee, pursuant to a new lease shall be:

(i) made without representation or warranty of any kind or nature whatsoever either express or implied;

(ii) First Leasehold Mortgagee or Lessee (as owned by Mezzanine Lender), as lessee, shall take such Leased Property "as-is" in its then current condition; and

(iii) upon execution and delivery of such new lease, First Leasehold Mortgagee or Lessee (as owned by Mezzanine Lender), as lessee, at its sole cost and expense shall be responsible for taking such action as shall be necessary to cancel and discharge this Lease and to remove Lessee named herein and any other occupant (other than as allowed by the First Leasehold Mortgagee or Lessee (as owned by Mezzanine Lender), as applicable, as lessee, or the City) from the Hotel Project.

(j) The City's obligation to enter into such new lease of the Leased Property with the First Leasehold Mortgagee or Lessee (as owned by the Mezzanine Lender) shall be conditioned upon, on the date the new lease is executed:

(i) the City receiving payment of all Rent due hereunder through the date of such new lease;

(ii) all monetary defaults hereunder having been cured;

(iii) all non-monetary defaults susceptible to cure having been remedied and cured (or First Leasehold Mortgagee or Lessee (as owned by Mezzanine Lender), as applicable, as lessee, having commenced such cure and continuing to diligently complete the cure in accordance with clauses (iii) or (iv) of paragraph (d) above, as applicable); and

(iv) the City receiving payment of all expenses, including reasonable attorneys' fees and disbursements and court costs, incurred by the City in connection with such Event of Default, the termination of this Lease and the preparation of the new lease, together with interest thereon at the lesser of the Default Rate or the highest rate permitted by law, from the due date or the date expended by the City, as the case may be, to the date of actual payment from First Leasehold Mortgagee or Mezzanine Lender, as applicable.

(k) With respect to the payment of Rent by the First Leasehold Mortgagee or Mezzanine Lender pursuant to this Article VI, if the Rent currently due cannot be determined by the First Leasehold Mortgagee or Mezzanine Lender, as applicable, without possession of the Hotel Project or ownership of the Lessee's equity interests, as applicable, then the First Leasehold Mortgagee or Mezzanine Lender may pay the amount of Base Rent which was paid for the immediately previous period, with the adjustment, upward or downward, to be made ninety (90) days after the First Leasehold Mortgagee obtains possession of the Hotel Project or the Mezzanine Lender obtains possession of Lessee's equity interests, as applicable.

Section 6.2. <u>No Waiver of Lessee's Obligations or City's Rights</u>. Nothing contained herein or in any Leasehold Mortgage shall be deemed or construed to relieve Lessee from the full and faithful observance and performance of its covenants, conditions and agreements contained herein, or from any liability for the non-observance or non-performance thereof, or to require, allow or provide for the subordination to the lien of such Leasehold Mortgage or to any Leasehold Mortgagee of any estate, right, title or interest of the City in or to the Leased Property, buildings and structures or this Lease (including the right to Rent, Public Charges, and other monetary obligations of Lessee to the City under this Lease), nor shall the City be required

to join in such mortgage financing or be liable for same in any way. City's interest in the Leased Property and this Lease, as the same may be modified, amended or renewed, will not at any time be subject or subordinate to (a) any mortgage now or hereafter placed upon Lessee's interest in this Lease, or (b) any other liens or encumbrances hereafter affecting Lessee's interest in this Lease.

ARTICLE VII
REMEDIES; EVENTS OF DEFAULT

Section 7.1. Default by Lessee. Each of the following occurrences shall constitute an "Event of Default" of Lessee that shall entitle City to terminate this Lease and seek any other remedies as set forth in Section 7.2:

(a) if Lessee fails to pay any installment of Rent, including Base Rent, or any part thereof, when the same becomes due and payable for a period of three (3) Business Days after notice thereof from the City; provided, however, that the City shall not be obligated to provide written notice of such failure more than two (2) times in any consecutive twelve (12) month period, and the failure of Lessee to pay any third or subsequent installment of Rent when due in any consecutive twelve (12) month period shall constitute an Event of Default by Lessee hereunder without the requirement of notice or opportunity to cure;

(b) if Lessee fails to make any payment of Additional Rent, Public Charges or any other payment required to be paid by Lessee hereunder for a period of 10 Business Days after notice thereof from City to Lessee;

(c) if Lessee fails to satisfy all of the Possession Conditions by the Outside Possession Date;

(d) if Lessee fails, after Commencement of Construction, to Complete Construction by the Outside Completion Date;

(e) if Lessee fails, after Commencement of Construction, to cause the Opening Date to occur by the Outside Opening Date;

(f) if Lessee conducts on the Leased Property any business, the performance of any service, or the sale or marketing of any product or service by Lessee which is prohibited by the terms of this Lease for a period of thirty (30) days after receipt of notice thereof from the City;

(g) If Lessee knows or actively participates in the use of any portion of the Hotel Project as a Gaming Establishment (through venue rental, promotion or other similar activities) for a period of three (3) Business Days after written notice thereof from the City; provided, however, that the City shall not be obligated to provide written notice of such failure more than two (2) times in any consecutive twelve (12) month period, and the failure of Lessee to comply with the restrictions in Section 4.2(b) prohibiting use of the Leased Property as a Gaming Establishment after the second written notice in any consecutive twelve (12) month period shall constitute an Event of Default by Lessee hereunder without the requirement of any notice or opportunity to cure;

(h) If Lessee or any Person with an ownership interest in Lessee violates Section 4.2(g) (other than as provided in subsection (g) above) or the Acceptable Owner criteria specified in subparagraphs A.1., A.3. and A.4 of **Exhibit A** of this Lease; provided, however, in the case of any such violation by any Person with an ownership interest in Lessee, Lessee shall have twelve months to cure such violation after Lessee first becomes aware of such violation (whether by notice from the City or otherwise);

(i) if Lessee fails to maintain or provide evidence of all insurance in strict compliance with Article IX hereof and such failure continues for a period of ten (10) Business Days from the date of written notice thereof from City;

(j) if Lessee fails to operate the Hotel in compliance in all material respects with the Hotel Standards, regardless of the Hotel's AAA rating, and such failure continues for a period of ninety (90) days from the date of written notice thereof from City or if the default is not capable of being cured within such ninety (90) day period, Lessee fails within such period to commence a cure and thereafter diligently and in good faith prosecute the same to completion within a reasonable time, subject to the rights of any First Leasehold Mortgagees and sub-lessees hereunder;

(k) if there is a default by Lessee under the Management Agreement and as a result of such default the Management Agreement is terminated and a replacement Management Agreement is not entered into within ninety (90) days thereafter, provided that if Lessee shall have commenced and thereafter shall have continued diligently to replace the Management Agreement within such ninety (90) day period and the Hotel Project continues to operate in the ordinary course of business, then Lessee shall have an additional commercially reasonable period of time not to exceed one hundred eighty (180) days within which to enter into a replacement Management Agreement;

(l) if prior to the Opening Date, any lawsuit is filed against the Lessee, which is not dismissed within sixty (60) days and the amount in controversy of which is not covered by insurance or bond and which, if adversely determined, would substantially impair the ability of Lessee to perform its obligation to open the Hotel by the Outside Opening Date, unless Lessee is contesting such lawsuit in good faith and through appropriate action.

(m) if Lessee fails to observe or perform one or more of the other terms, conditions, covenants or agreements of this Lease not otherwise addressed in this Section 7.1 and such failure continues for a period of 45 days after written notice thereof by City to Lessee specifying such failure, unless such failure requires work to be performed, acts to be done, or conditions to be removed which cannot by their nature reasonably be performed, done or removed, as the case may be, within such 45 day period, in which case no Default will be deemed to exist as long as (i) Lessee commences curing the same within such 45 day period and diligently and continuously prosecutes the same to completion and (ii) after the Opening Date the Hotel Project continues to operate in the ordinary course of business, to the extent commercially reasonable taking into account the nature of the alleged failure to perform according to the covenant, condition or agreement in question;

(n) if Lessee is generally not paying its debts as such debts become due or admits, in writing, that it is unable to pay its debts as such debts become due;

(o) if Lessee makes an assignment for the benefit of creditors;

(p) if Lessee files a voluntary petition under the Bankruptcy Code or if such petition is filed against Lessee and an order for relief is entered, or if Lessee files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law, or seeks or consent to or acquiesces in or suffers the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of Lessee, or of all or any substantial part of its properties or of the Leased Property or any interest of Lessee therein;

(q) if within 90 days after the commencement of any proceeding against Lessee seeking to have an order for relief entered against it as debtor or to adjudicate it a bankrupt or insolvent, or seeking any reorganization, arrangement, composition, readjustment or adjustment, winding-up, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law of any jurisdiction, domestic or foreign, such proceeding has not been dismissed, or if, within 90 days after the appointment, without the consent or acquiescence of Lessee, of any trustee, receiver, custodian, assignee, sequestrator or liquidator of Lessee, or of all or any substantial part of its properties or of the Leased Property or any interest of Lessee therein, such appointment has not been vacated or stayed on appeal or otherwise, or if, within 30 days after the expiration of any such stay, such appointment has not been vacated;

(r) if any case, proceeding or other action is commenced or instituted against Lessee seeking the issuance of a warrant of attachment, execution or similar process against all or any substantial part of its property, which case, proceeding or other action results in the entry of an order for any such relief which has not been vacated, discharged, stayed or bonded pending Lessee's appeal therefrom within 30 days from the entry thereof;

(s) if Lessee fails, or fails to cause the Hotel Operator, to continuously operate the Leased Property in accordance with Section 13.2 hereof;

(t) if Lessee, prior to the Opening Date, vacates or abandons the Leased Property or any portion thereof, or voluntarily abandons construction of any portion of the Hotel Project (other than in connection with a Force Majeure Event), which abandonment is not cured within a reasonable time, not less than thirty (30) days, following written notice from City;

(u) if this Lease or the leasehold estate of Lessee hereunder is assigned, subleased, transferred, mortgaged, pledged or encumbered in any manner without compliance with the provisions of this Lease, or if Lessee attempts to consummate any Transfer (by entering into an agreement to sell or assign its interest in this Lease or the Hotel Project or to sublet any portion of the Leased Property which is not conditioned on satisfying the Transfer provisions of this Lease, or by agreeing to a Transfer without complying with the provisions governing same in this Lease), except as expressly permitted herein, and fails to correct such Transfer within thirty (30) days after receiving notice from City;

(v) if a levy under execution or attachment is made against Lessee or its property and such execution or attachment has not been vacated or removed by court order, bonding or otherwise within a period of 30 days after such execution of attachment; and

(w) if Lessee or Hotel Operator fails to comply with the Room Block Agreement in a manner that constitutes an Event of Default under such agreement.

Notwithstanding any provision to the contrary herein, the Parties' acts or omissions in connection with Section 3.10 shall not be deemed an Event of Default.

Section 7.2. Remedies for Lessee's Default.

(a) If an Event of Default occurs hereunder, the City may elect any one or more of the following remedies, without limitation:

(i) terminate this Lease and commence an action for eviction immediately upon the occurrence of any Event of Default;

(ii) immediately revoke the licenses granted to Lessee pursuant to the Assignment of Plans and Approvals and the Assignment of Hotel Project General Construction Contract; and

(iii) with respect to any Event of Default under Section 7.1(f), the City shall be entitled, for each month so long as such Event of Default has not been cured, to Base Rent equal to three times the Base Rent being paid at the time of such Event of Default for each month until the earlier of (x) such Event of Default has been cured or (y) City has terminated this Lease pursuant to clause (i) above.

The City's election of a remedy hereunder with respect to any one or more Events of Default shall not limit or otherwise affect the City's right to elect any of the remedies available to it hereunder with respect to that or any other Event of Default.

(b) If this Lease is terminated as provided in Section 7.2(a)(i) hereof, Lessee will pay or cause to be paid to the City the unfunded portion, if any, of the Portman Minimum Equity Contribution, and will indemnify City against and compensate City from and for any and all reasonable third party costs incurred by City in enforcing its rights and remedies hereunder; provided that if Lessee has already invested the amount of the Portman Minimum Equity Contribution at the time of termination and has provided reasonable evidence of same to the City, no additional amounts will be due from Lessee;

(c) If an Event of Default occurs, Lessee will nevertheless be obligated to continue to pay all Rent for so long as Lessee has possession of the Leased Property.

(d) Upon the termination of this Lease, Lessee shall quit and peaceably surrender the Hotel Project (which includes the Leased Property and the Lessee Improvements), and all property in its possession to the City in accordance with Sections 7.9 and 11.5.

(e) Upon the termination of this Lease, as provided in this Section 7.2, all rights and interest of Lessee in and to the Hotel Project (which includes the Leased Property and the Lessee Improvements), and every part thereof shall cease and terminate, and the City may, in addition to any other rights and remedies it may have, retain all sums paid to it by Lessee under this Lease.

(f) If this Lease is terminated prior to the Outside Completion Date, to the extent not previously assigned to the City, City shall have the right to cause Lessee to assign to the City (or another Person as "Assignee") all of its rights under all contracts and agreements executed in connection with the Hotel Project, including the Management Agreement and all such

contracts and agreements with the design professionals, on a non-recourse basis, without any warranties or representations from Lessee, and to entitle City or Assignee to all of the rights and benefits of Lessee thereunder, and to provide that City or Assignee, upon the assignment of such contracts(s) and agreement(s) pursuant to this section, shall only be responsible for amounts due thereunder for work performed or services rendered with City's or Assignee's consent after such assignment; provided that the other party to any such contracts will continue to have the rights and remedies provided therein for any defaults occurring prior to the assignment to the City or its Assignee.

(g) In the event the City elects to terminate this Lease after an Event of Default and such termination is stayed by order of any court having jurisdiction of any matter relating to this Lease, or by any federal or state statute, then following the expiration of any such stay, the City shall have the right, at its election, to terminate this Lease with five (5) days' written notice to Lessee, Lessee as debtor in possession or if a trustee has been appointed, to such trustee.

(h) As an additional inducement to and material consideration for City agreeing to this Lease, Lessee agrees that in the event a Bankruptcy or Judicial Action (as defined herein) is commenced which subjects the City to any stay in the exercise of the City's rights and remedies under this Lease, including the automatic stay imposed by section 362 of the United States Bankruptcy Code (individually and collectively, "Stay"), then Lessee irrevocably consents and agrees to the Stay being lifted and released against City, and City shall thereafter be entitled to exercise all of its rights and remedies against the Lessee under this Lease. The Lessee acknowledges that it is knowingly, voluntarily, and intentionally waiving its rights to any Stay and agrees that the benefits provided to the Lessee under the terms of this Lease are valuable consideration for such waiver. As used in this Section, the term "Bankruptcy or Judicial Action" shall mean any voluntary or involuntary case filed by or against Lessee under the Bankruptcy Code, or any voluntary or involuntary petition in composition, readjustment, liquidation, or dissolution, or any state and federal bankruptcy law action filed by or against Lessee, any action where Lessee is adjudicated as bankrupt or insolvent, any action for dissolution of Lessee or any action in furtherance of any of the foregoing, or any other action, case, or proceeding that has the effect of staying (or in which a Stay is being obtained against) the enforcement by the City of its rights and remedies under this Lease.

(i) Notwithstanding the foregoing, in the event that Lessee seeks to assume and assign this Lease pursuant to section 365 of the Bankruptcy Code it will be required to provide to the City adequate assurance of future performance which shall consist of evidence that such assignee satisfies the following criteria [to be updated once Exhibit A is final]:

(i) neither such assignee nor any Persons with an ownership interest in such assignee shall, directly or indirectly, own, operate or manage a Gaming Establishment in Miami-Dade County, Florida; provided, however, that the foregoing restriction shall not prevent an assignee who otherwise satisfies the criteria set forth in this Section 7.2(i) from so qualifying if all Persons owning or Controlling such assignee own or control in the aggregate five percent (5%) or less of the voting securities of any owner, operator or manager of a Gaming Establishment in Miami-Dade County, Florida;

(ii) such assignee, or the Affiliates of such assignee or Persons with an ownership interest in such assignee, must possess the qualifications, good reputation and financial resources necessary to perform the obligations of Lessee in accordance with this Lease, in a manner consistent with the Hotel Standards; "good reputation" means the absence of a reputation for dishonesty, criminal conduct, or association with criminal elements; it does

not mean "prestigious," nor does the determination of whether one has a good reputation involve consideration of personal taste or preference;

(iii) such assignee shall have no outstanding material violations of any Governmental Requirement against such assignee, or any hotel or other property owned or managed by such assignee, or an Affiliate of such assignee, within Florida, which have remained uncured for more than ninety (90) days after such assignee has knowledge of such violation;

(iv) such assignee is not a Foreign Instrumentality;

(v) such assignee must not be owned, controlled or run by entities or individuals who have been convicted, or are presently under indictment, for felonies under the laws of any foreign or United States of America jurisdiction; provided that the foregoing shall not apply to individuals or entities owning less than a ten (10%) percent equity interest in such assignee, other than officers, directors, managers or others who have the power to direct and control the business and affairs of such assignee;

(vi) such assignee must not (nor shall any of the individuals or entities who own at least a ten (10%) percent equity interest in such assignee or are officers, directors, managers or otherwise have the power to direct and control the business and affairs of such assignee) have filed or been discharged from bankruptcy, or have been the subject of an involuntary bankruptcy, reorganization or insolvency proceedings within the past five (5) years (bankruptcy filings by Affiliates shall not disqualify such assignee, unless such Affiliates are any of the individuals or entities described in the parenthetical immediately above); and

(vii) such assignee must not in its charter or organizations documents (defined as the articles of incorporation and bylaws for any corporation, the partnership agreement and partnership certificate for any partnership, the trust agreement for any trust and the constitution of the relevant government for any governmental entity, but expressly excluding any statements, positions, actions or allegations not contained in such charter organizational documents) expressly advocate or have as its stated purpose: (a) the violent overthrow of or armed resistance against, the U.S. government; or (b) genocide or violence against any persons; or (c) discrimination, hatred or animosity toward persons based solely on their race, creed, color, sex or national origin.

Section 7.3. **Default by the City.** An event of default by the City shall be deemed to have occurred under this Lease if the City fails to perform any obligation or fulfill any covenant or agreement of the City set forth in this Lease and such failure shall continue for thirty (30) days following the City's receipt of written notice of the non-performance; provided, however, the City shall not be in default of this Lease:

(a) if the City provides Lessee with a written response within said thirty (30) day period indicating the status of the City's resolution of the breach and providing for a mutually agreeable schedule to correct same; or

(b) with respect to any breach that is capable of being cured but that cannot reasonably be cured within said thirty (30) day period, if the City commences to cure such breach within such thirty (30) day period (or as soon thereafter as is reasonably possible) and diligently continues to cure the breach until completion, but no longer than a total of one hundred twenty (120) days.

Section 7.4. Force Majeure and Economic Force Majeure.

(a) Neither the City nor Lessee, as the case may be, shall be considered in breach of or in default of any of its non-monetary obligations, including suspension of construction activities, hereunder by reason of unavoidable delay due to any Force Majeure Event; provided that the Party claiming such Force Majeure Event delivers written notice to the other Party of such Force Majeure Event within twenty-one (21) days after first becoming aware of the occurrence thereof, which notice shall describe in reasonable detail the events giving rise to the Force Majeure Event; and such Party shall diligently attempt to remove, resolve or otherwise seek to mitigate such delay and keep the other Party advised with respect thereto. Time is of the essence with respect to this provision, and any failure by a Party to timely deliver such notice of a Force Majeure Event shall be deemed a waiver of such Party's right to delay performance as a result of such Force Majeure Event.

(b) Economic Force Majeure. If, prior to Possession, Lessee is delayed, hindered or prevented from being able to obtain a Construction Loan Commitment or satisfy the Possession Conditions due to Economic Force Majeure, then the Outside Possession Date, Outside Construction Loan Closing Date, the Outside Opening Date and the Outside Completion Date shall each be extended for the period of such delay (but not to exceed eighteen (18) months); provided, that, with respect to any such delay by Economic Force Majeure, the Lessee shall give written notice of such occurrence to City within twenty-one (21) days after Lessee has knowledge of such occurrence, which notice shall describe in reasonable detail the events giving rise to the Economic Force Majeure and Lessee shall diligently attempt to remove, resolve, or otherwise seek to mitigate such delay, and keep City advised with respect thereto. Time is of the essence with respect to this provision, and any failure by Lessee to timely deliver such notice of Economic Force Majeure shall be deemed a waiver of Lessee's right to extend the Outside Possession Date, Outside Construction Loan Closing Date, the Outside Opening Date and Outside Completion Date, as applicable, as a result of such Economic Force Majeure.

Section 7.5. Remedies Cumulative; Waiver. The rights and remedies of the parties to this Lease, whether provided by law or by this Lease, shall be cumulative and concurrent, and the exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, or of any of its remedies for any other default or breach by the other Party. No waiver of any default or Event of Default hereunder shall extend to or affect any subsequent or other default or Event of Default then existing, or impair any rights, powers or remedies consequent thereon, and no delay or omission of any Party to exercise any right, power or remedy shall be construed to waive any such default or Event of Default or to constitute acquiescence thereof.

Section 7.6. Right to Cure. If Lessee shall default in the performance of any term, covenant or condition to be performed on its part hereunder, the City may, in its sole discretion, after notice to Lessee and beyond applicable cure periods (or without such notice and cure in the event of an emergency), perform the same for the account and at the expense of Lessee. If, at any time and by reason of such default, the City is compelled to pay, or elects to pay, any sum of money or do any act which will require the payment of any sum of money, or is compelled to incur any expense in the enforcement of its rights hereunder or otherwise, such sum or sums shall be deemed Additional Rent hereunder and, together with interest thereon at the Default Rate, shall be repaid to the City by Lessee upon demand.

Section 7.7. **Room Block Agreement.** No termination or expiration of this Lease shall affect or impair the Room Block Agreement, which shall continue to encumber the Hotel with respect to any subsequent lessees.

Section 7.8. **Dispute Resolution.**

(a) City and Lessee agree that any dispute, claim or controversy between them relating to or arising under this Lease ("Dispute") will first be submitted, by written notice, to a designated representative of both City and Lessee who will meet at City's place of business or other mutually agreeable location, or by teleconference, and confer in an effort to resolve such dispute. Any decision of the representatives will be final and binding on the parties. In the event the representatives are unable to resolve any dispute within ten (10) days after submission to them, either Party may refer the dispute to mediation. The exclusive venue for any Dispute not resolved by mediation shall be any state or federal court of competent jurisdiction sitting in or for Miami-Dade County, Florida, except for (i) Development Disputes, which shall be resolved in accordance with Section 7.9, or (ii) Disputes relating to City's disapproval of a proposed brand as an Approved Brand or a Proposed Transferee as an Acceptable Owner, which shall be resolved in accordance with Section 7.10.

(b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CITY AND LESSEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER OF THEM OR THEIR HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE PARTIES ENTERING INTO THIS LEASE.

Section 7.9. **Expedited Arbitration of Development Disputes.**

(a) If Lessee or City asserts that a Development Dispute has arisen, such asserting Party shall give prompt written notice thereof to the other Party, and such Development Dispute shall be submitted to binding arbitration by the Development Arbitrator in accordance with this Section 7.9.

(b) The Parties shall cooperate to select an independent, neutral, professional arbitrator experienced in the resolution of construction claims and associated subject matter having at least ten (10) years of hotel development or construction experience in the Miami-Dade County area to serve as the arbitrator (the "Development Arbitrator"). If the Parties cannot agree on a single Development Arbitrator, then each Party shall select an arbitrator with such hotel development or construction experience, who shall jointly select a third arbitrator with such hotel development or construction experience and the three arbitrators shall collectively constitute the Development Arbitrator.

(c) The Development Arbitrator shall, no later than five (5) Business Days after being selected, hold a preliminary, informal meeting with City and Lessee in an attempt to mediate such Development Dispute. If such Development Dispute is not resolved at such meeting, the Development Arbitrator shall at such meeting establish a date (the "Hearing Date"), not earlier than five (5) Business Days after such meeting nor later than twenty (20) days after such meeting for a hearing (a "Hearing") to be held in accordance with this Lease to

resolve such Development Dispute.

(d) Lessee and City each shall have the right to make one (1) written submission to the Development Arbitrator prior to the Hearing. Such submission shall be received by the Development Arbitrator and the other Party not later than two (2) Business Days prior to the Hearing Date. The Parties agree that no discovery (as the term is commonly construed in litigation proceedings) will be permitted and agree that neither Party nor the Development Arbitrator shall have discovery rights in connection with a Development Dispute.

(e) The Hearing shall be conducted by the Development Arbitrator. It is the intention of the Parties that the Hearing on a Development Dispute shall be conducted in an informal and expeditious manner. No transcript or recording shall be made. Each Party shall have the opportunity to make a brief statement and to present documentary and other support for its position, which may include the testimony of not more than four (4) individuals, two (2) of whom may be outside experts. There shall be no presumption in favor of either Party's position. Any procedural matter not covered herein shall be governed by procedures mutually agreed upon by the Parties, or if they are unable to agree, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (as amended hereby).

(f) The Hearing shall be held in a location selected by the Development Arbitrator in Miami-Dade County, Florida. Provided that the Development Arbitrator is accompanied by representatives of both Lessee and City, the Development Arbitrator may, at its option, visit the Hotel Site to make an independent review in connection with any Development Dispute.

(g) The Development Arbitrator, in rendering its decision with regard to any Development Dispute, shall take into account and at a minimum consider the following factors, which shall be used to guide its decision:

(i) City does not have any Approval rights with respect to the matter of interior design and decor of the Hotel Project except to the extent the same is reflected in the Approved Plans or Mandatory Hotel Project Design Elements;

(ii) the Hotel Project shall be designed and constructed to meet or exceed the Hotel Standards;

(iii) the mutual goal of Lessee and City is that costs in excess of the Budgeted Improvement Costs should be avoided or minimized unless proposed by Lessee and for which Lessee has agreed to provide adequate funds;

(iv) the mutual goal of Lessee and City is that the construction of the Hotel Project be completed by the Outside Completion Date;

(v) the Hotel Project must comply with all Governmental Requirements; and

(vi) the magnitude of the modification to the Approved Plans.

(h) Pending resolution of the Development Dispute, Lessee may not implement the matter which is the subject of such Development Dispute.

(i) The Development Arbitrator shall render a decision, in writing, as to any Development Dispute not later than two (2) Business Days following the conclusion of the Hearing regarding such Development Dispute and shall provide a brief written basis for its decision not later than five (5) Business Days thereafter. Such decision of the Development Arbitrator shall be rendered by (a) the decision of the single Development Arbitrator, (b) the decision of two of the arbitrators comprising the Development Arbitrator, if two are able to agree, (c) the decision of the third arbitrator appointed by each of the Parties' arbitrators, if no two of the three arbitrators are able to agree within such period, or (d) agreement between the Parties prior to and independently of the decision of the Development Arbitrator. As to each Development Dispute, the Development Arbitrator's decision shall be limited to resolution of the Development Dispute in question, and the Development Arbitrator shall have no right whatsoever to impose or grant to either Party any remedy other than a decision as to: (i) whether a modification to the Hotel Project is a substantial deviation from the Approved Plans or a Prohibited Hotel Project Change requiring City's Approval pursuant to Section 2.2; (ii) any contention that City has unreasonably failed to Approve modifications to the Approved Plans in accordance with this Lease; (iii) any contention that City has unreasonably failed to Approve the proposed Approved Skybridge and Off-Site Improvements Plans or modifications thereto in accordance with this Lease; (iv) any contention that City has unreasonably failed to Approve a Hotel Project General Contractor in accordance with Section 2.8(b); (v) any disagreement as to permitted delays in the Schedule of Performance pursuant to Section 2.7, or (vi) any disagreement as to the cost or scheduling impact of a change in the location of the geothermal system as provided in Section 2.11(c).

(j) The decision of the Development Arbitrator shall be final and binding on the Parties for all purposes and may be entered in any court of competent jurisdiction.

(k) If any matter submitted to the Development Arbitrator hereunder is settled by agreement between the Parties prior to, or independently of, the final determination of the Development Arbitrator, any and all expenses of such binding determination (including fees of the Development Arbitrator) will be shared equally by the Parties; and the expense of such binding determination resolved by final determination of the Development Arbitrator (including fees of the Development Arbitrator) will be borne by the Party against whom such determination has been concluded.

Section 7.10. <u>Disputes Regarding Disapproval of a Proposed Brand or Proposed Transferee</u>.

(a) If (i) Lessee and City disagree as to whether a proposed Approved Brand satisfies the definition of an Approved Brand pursuant to clause (a) of the definition thereof or (ii) Lessee believes that the City is acting unreasonably in disapproving a proposed brand as an Approved Brand, then in either case, the Lessee may refer the matter to mediation in accordance with Section 7.8(a) above, and if the matter is not resolved by mediation, then Lessee, as its sole remedy, may submit such matter to a panel of experts for a binding determination in accordance with this Section 7.10 (an "Arbitrator").

(b) If the City Manager determines that a proposed transferee of the Hotel Project (or any part thereof), any legal or beneficial interest in the Hotel Project (or any part thereof) or

any direct or indirect legal or beneficial interest in Lessee (each, a "Proposed Transferee") does not satisfy the definition of an Acceptable Owner and the Acceptable Owner Criteria pursuant to **Exhibit A** attached hereto, and Lessee disagrees, and if the matter is not resolved by the designated representatives of the City and Lessee as provided in Section 7.8(a) above, then solely with respect to any such determination made by the City Manager, Lessee, as its sole remedy, may submit such matter to an Arbitrator in accordance with this Section 7.10. For the avoidance of doubt, in the event the City Manager exercises his or her right to seek the City Commission's direction or Approval of a Proposed Transferee, the Lessee shall not have the right to submit the City Commission's determination or disapproval of a Proposed Transferee to arbitration pursuant to this Section 7.10, but the City Commission shall be subject to the same time period and standards of judgment as would apply to the City Manager as provided in Exhibit A.

(c) If Lessee elects to proceed with an Arbitrator in accordance with this Section 7.10, the determination of whether a proposed brand should be an Approved Brand or a Proposed Transferee is an Acceptable Owner, will be made by (a) an expert selected jointly by the City and Lessee, or (b) if the City and Lessee fail to agree upon a single expert, by an expert selected by the City, an expert selected by Lessee and a third expert appointed by the experts selected by the Parties. Any Arbitrator or expert panelist hereunder will each have at least ten (10) years of professional experience in the hotel industry with hotels meeting the Hotel Standards. The Parties agree that no discovery (as the term is commonly construed in litigation proceedings) will be permitted and agree that neither Party nor the Arbitrator shall have discovery rights in connection with a Dispute hereunder. The proceeding before the Arbitrator shall be conducted in an informal and expeditious manner. No transcript or recording shall be made. Each Party shall have the opportunity to make a brief statement and to present documentary and other support for its position, which may include the testimony of not more than four (4) individuals, two (2) of whom may be outside experts. There shall be no presumption in favor of either Party's position. Any procedural matter not covered herein shall be governed by procedures mutually agreed upon by the Parties, or if they are unable to agree, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (as amended hereby).

(d) The matter submitted to the Arbitrator will be conclusively determined within thirty (30) days of the appointment of the last Arbitrator by (a) the decision of the single expert, (b) the decision of any two of the three experts, if two are able to agree, (c) the decision of the third expert, if no two of the three experts are able to agree within such period, or (d) agreement between the Parties prior to and independently of the decision of the Arbitrator.

(e) With respect to (i) whether a proposed Approved Brand satisfies the definition of an Approved Brand pursuant to clause (a) of the definition thereof, the Arbitrator will determine that such proposed Approved Brand either satisfies such definition or fails to satisfy such definition or (ii) whether the City has acted reasonably in disapproving a proposed Approved Brand pursuant to Section 13.3, the Arbitrator will determine either that the City acted reasonably in disapproving the proposed Approved Brand or that the City acted unreasonably in disapproving the proposed Approved Brand, and the Arbitrator will have no authority to compromise or otherwise modify the issue that is the subject of the determination or (iii) whether a Proposed Transferee satisfies the definition of an Acceptable Owner and the Acceptable Owner Criteria pursuant to **Exhibit A**, the Arbitrator will determine that such Proposed

Transferee either satisfies such definition and criteria or fails to satisfy such definition and criteria. If any matter submitted to the Arbitrator hereunder is settled by agreement between the Parties prior to, and independently of, the final determination of the Arbitrator, any and all expenses of such binding determination (including fees of the Arbitrator) will be shared equally by the Parties; and the expense of such binding determination resolved by final determination of the Arbitrator (including fees of the Arbitrator) will be borne by the Party against whom such determination has been concluded.

Section 7.11. Plans and Data. In the event of a termination of this Lease, Lessee shall deliver to City, copies of any and all Subleases and service and maintenance agreements then affecting the Leased Property, all maintenance records, all warranties or guaranties then in effect which Lessee received in connection with any work or services performed or FF&E installed on the Leased Property, the plans and specifications, surveys, studies, reports, cost estimates, designs, Governmental Approvals, keys, combinations to locks, access codes, records, correspondence and any and all other records, files, documents and other items and materials of every kind and nature whatsoever relating to the development, operation, maintenance or ownership of the Hotel Project, all of which shall be delivered by Lessee to the City within thirty (30) days after such termination. Such materials will be provided to City without any representation or warranty of any kind, express or implied (including regarding the truth, accuracy or completeness thereof and fitness for a particular purpose). The obligations of Lessee under this Section 7.11 survive the termination of this Lease.

ARTICLE VIII
PROTECTION AGAINST MECHANICS' LIENS AND OTHER CLAIMS; INDEMNIFICATION

Section 8.1. Lessee's Duty to Keep Project Free of Liens.

(a) Pursuant to Section 713.10, Florida Statutes, any and all liens or lien rights shall extend to, and only to, the right, title and interest of Lessee in the Hotel Project and shall not encumber or affect the City's fee simple title to the Leased Property.

(b) The right, title and interest of the City in the Leased Property shall not be subject to liens or claims of liens for improvements made by Lessee. Nothing contained in this Lease shall be deemed or construed to constitute the consent or request of the City, express or by implication or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement of, alteration to, or repair of the Hotel Project, or any part thereof, nor as giving Lessee, any Leasehold Mortgagee, Subtenant, lessee, or sub-lessee any right, power or authority to contract for, or permit the rendering of, any services or the furnishing of materials that would give rise to the filing of any lien, mortgage or other encumbrance against City's interest in the Leased Property, or any part thereof, or against assets of the City, or City's interest in any Rent and other monetary obligations of Lessee as defined in this Lease.

(c) Notice is hereby given, and Lessee shall cause all construction agreements entered into between Lessee and the Hotel Project General Contractor or other contractor in privity with Lessee or subcontractor in privity with the Hotel Project General Contractor or any other subcontractor to provide that:

(i) City shall not be liable for any work performed or to be performed at the Hotel Project or any part thereof for or on behalf of the Lessee, any Leasehold Mortgagee, Subtenant, lessee, or sub-lessee or for any materials furnished or to be furnished to the Hotel Project, or any part thereof, for any of the foregoing; and

(ii) no mechanic's, laborer's, vendor's, materialman's or other similar statutory lien for such work or materials shall be attached to or affect City's interest in the Leased Property, or any part thereof, or any assets of the City, or the City's interest in any Rent or other monetary obligations of Lessee arising under this Lease.

(d) Lessee acknowledges and agrees that the City shall be entitled to record in the public records of Miami-Dade County, Florida a notice of no lien in accordance with Chapter 713.10, Florida Statutes, and that if requested by the City, Lessee will execute and deliver a countersignature to such notice within ten (10) days of the City's request.

Section 8.2. Contesting Liens. If Lessee desires to contest any such lien as described in Section 8.1, it shall notify the City of its intention to do so within thirty (30) days after Lessee has notice of the filing of such lien. In such case, Lessee, at Lessee's sole cost and expense, shall furnish a cash deposit or surety bond in an amount sufficient to pay such lien and any cost (including interest and penalties), liability or damage arising out of such contest. The lien, if Lessee timely provides the bond described above, shall not be an Event of Default hereunder until thirty (30) days after the final determination of the validity thereof provided that, within that time, Lessee shall satisfy and discharge such lien to the extent held valid; provided, however, that the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had on any judgment rendered thereon, or else such delay shall be considered to be a monetary Event of Default hereunder. In the event of any such contest, Lessee shall protect and indemnify the City against all loss, expense and damage resulting therefrom as provided in Section 8.3.

Section 8.3. Indemnification.

(a) Lessee acknowledges and agrees that this Lease is not an agreement between City and any architect, engineer, general contractor, subcontractor, sub-subcontractor, or materialman or any combination thereof for the construction, alteration, repair, or demolition of a building, structure, appurtenance, or appliance on the Leased Property, and therefore that the limitations on indemnity provisions in Section 725.06, Florida Statutes, as such statute may be amended from time to time, do not apply to this Lease. Accordingly, to the fullest extent permitted by law, the Lessee shall defend, indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable 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 first arising following the Effective Date, and arising out of, relating to or resulting from any of the following occurrences or events, whether by the Lessee or its employees, agents, partners, principals, sub-lessees, or contractors: (i) any default, breach or violation or non-performance of this Lease or any provision thereof; (ii) the use and operation of the Hotel Project or any part thereof which is not in compliance with the terms of this Lease, (iii) the negligent acts or omissions of Lessee or its employees, agents, partners, principals, sub-lessees, or contractors; (iv) any challenge to the validity of any Transfer by a third party through legal proceedings or otherwise based on the action or inaction of Lessee or its employees, agents, partners, principals, sub-lessees or contractors, except to the extent any

liability, losses or damages are caused by the gross negligence or willful misconduct of the City or its officers, employees, agents, or contractors.

(b) Lessee shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City which are covered by this indemnity obligation, where applicable, including appellate proceedings, and shall pay reasonable costs, judgments, and reasonable attorney's fees which may issue thereon.

(c) Lessee expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by Lessee 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 City shall give to the Lessee reasonable notice of any such claims or actions. The provisions of this section shall survive the expiration or early termination of this Lease.

(d) Lessee covenants and agrees that any contracts entered into by Lessee and the Hotel Project General Contractor or other contractors in privity with Lessee for the Work shall include the indemnities required by this Section 8.3 from the Hotel Project General Contractor or other contractors in privity with Lessee in favor of Lessee and the City.

Section 8.4. Environmental Matters.

(a) **Defined Terms.**

(i) "Environmental Condition" means any set of physical circumstances in, on, under, or affecting the Hotel Project that may constitute a threat to or endangerment of health, or the environment, including:

(1) The presence of any Hazardous Substance in violation of Environmental Laws which were introduced to the Hotel Site after the Possession Date or by Lessee prior to the Possession Date;

(2) any underground storage tanks, as defined in Subtitle I of the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. 6991 et. seq., or the regulations thereunder, for the storage of hazardous wastes, oil, petroleum products, or their byproducts;

(3) The presence of any PCB, asbestos or any other substances specifically regulated under the Toxic Substances Control Act, 15 U.S.C. 2601 or regulations issued thereunder, in violation of Environmental Laws which were introduced to the Hotel Site after the Possession Date or by Lessee prior to the Possession Date; and any open dump or system of refuse disposal for public use without a permit, as prohibited by 42 U.S.C. 6945 and/or Florida law equivalent, or the regulations issued thereunder.

(ii) "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq.; the Toxic Substances Control Act, 15 U.S.C. 2601 et. seq.; the Clean Water Act, 33 U.S.C. 1251 et seq.; the Clean Air Act, 42 U.S.C. 7401 et. seq.; the Oil Pollution Act, 33 U.S.C. 2701 et. seq., the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et. seq.; the Refuse Act of 1989, 33 U.S.C. 407; as such laws have been amended or supplemented from time-to-time, and the regulations promulgated thereunder; and any equivalent state or local laws.

(iii) "Hazardous Substance" means any substances or materials presently or hereinafter identified to be toxic or hazardous according to any of the Environmental Laws, including any asbestos, PCB, radioactive substances, petroleum based products, and includes hazardous wastes, hazardous substances, extremely hazardous substances, hazardous materials, toxic substances, toxic chemicals, oil, petroleum products and their by-products, and pollutants or contaminants as those terms are defined in the Environmental Laws.

(iv) "Environmental Permit" means any Governmental Approval required under any Environmental Law in connection with the ownership, use or operation of the Hotel Project for the storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances, or the sale, transfer or conveyance of the Hotel Project, and all supporting documentation thereof.

(v) "Environmental Claim" means any notice of violation, claim, demand, abatement or order or direction (conditional or otherwise) by any Governmental Authority or any person for personal injury (including sickness, disease, or death), property damage, damage to the environment, nuisance, pollution, contamination or other adverse effects on the environment, or for fines, penalties, or restrictions, resulting from or based upon:

(1) the existence or release, or continuation of any existence of a release of, or exposure to, any Hazardous Substance in, into or onto the environment (including the air, ground, water or any surface) at, in, or from the Leased Property in violation of Environmental Laws;

(2) the transportation, storage, treatment or disposal of any Hazardous Substance in connection with the activities on the Leased Property in violation of Environmental Laws; or

(3) the violation, or alleged violation, of any Environmental Laws on the Leased Property; but excluding any of the foregoing to the extent arising from the negligent or intentional actions of the City and its agents.

(vi) "Corrective Action Work" means any and all activities of removal, response, investigation, testing, analysis, remediation taken to:

(1) prevent, abate or correct an existing or threatened Environmental Condition at, about, or affecting the Leased Property; or

(2) comply with all applicable Environmental Laws.

(b) **Environmental Indemnification**.

(i) Lessee covenants and agrees, at its sole cost and expense, to defend (with counsel selected by Lessee, after consulting with the City), indemnify and hold harmless the City, its successors, and assigns from and against, and shall reimburse the City, its successors and assigns, for any and all Environmental Claims, whether meritorious or not, brought against the City by any Governmental Authority;

(ii) the foregoing indemnity includes indemnification against all costs of removal, response, investigation, or remediation of any kind, and disposal of such Hazardous Substances as necessary to comply with Environmental Laws, all costs associated with any Corrective Action Work, all costs associated with claims for damages to persons, property, or natural resources, and the City's commercially reasonable attorneys' fees and consultants' fees, court costs and expenses incurred in connection therewith;

(iii) this indemnification is in addition to all other rights of the City under this Lease; and

(iv) payments by Lessee under this Section shall not reduce Lessee's obligations and liabilities under any other provision of this Lease.

Notwithstanding anything to the contrary contained in this Lease, neither the Lessee nor Hotel Project General Contractor, or other contractor in privity with Lessee, has a duty to indemnify the City in connection with any Environmental Claims to the extent caused by the negligent or intentional conduct of the City or its agents, employees or contractors, which negligent or intentional conduct occurs following the date the Lessee completed its environmental testing.

Section 8.5. <u>Limitation of City's Liability</u>.

(a) Any tort liability to which the City is exposed under this Lease shall be limited to the extent permitted by applicable law and subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, as may be amended, which statutory limitations shall be applied as if the parties had not entered into this Lease, and City expressly does not waive any of its rights and immunities thereunder.

(b) City will not in any event whatsoever be liable for any injury or damage to Lessee (unless caused by the gross negligence of City, its agents, contractors or employees) or to any other Person happening on, in or about the Leased Property and its appurtenances, nor for any injury or damage to the Leased Property or to any property belonging to Lessee (unless caused by the gross negligence of City, its agents, contractors or employees) or to any other Person which may be caused by any fire or breakage, or by the use, misuse or abuse of any of the Lessee Improvements (including any of the common areas within the buildings, equipment, elevators, hatches, openings, installations, stairways, hallways or other common facilities or the improvements to the land described in this Lease), or which may arise from any other cause whatsoever.

(c) City will not be liable to Lessee or to any other Person for any failure of telephone, computer system, cable TV, water supply, sewage disposal, gas or electric current, nor for any injury or damage to any property of Lessee or to any Person or to the Leased Property caused by or resulting from gasoline, oil, steam, gas, electricity, or hurricane, tornado, flood, wind or similar storms or disturbances, or water, rain or snow which may leak or flow from the street, sewer, gas mains or subsurface area or from any part of the Leased Property, or leakage of gasoline or oil from pipes, appliances, sewer or plumbing works therein, or from any other place, nor for interference with light or other incorporeal hereditaments by any Person (unless caused by the gross negligence of City, its agents, contractors or employees).

ARTICLE IX
INSURANCE AND RECONSTRUCTION

Section 9.1. **General Insurance Provisions**. Prior to any activity on the Leased Property, and at all times during the Term, Lessee at its sole cost and expense shall procure the insurance specified below. In addition, Lessee shall ensure its Hotel Project General Contractor and tenants maintain the insurance coverages set forth below. All policies must be executable in the State of Florida. All insurers must maintain an AM Best rating of A- or better. The terms and conditions of all policies may not be less restrictive than those contained in the most recent edition of the policy forms issued by the Insurance Services Office (ISO) or the National Council on Compensation Insurance (NCCJ). If ISO or NCCI issues new policy forms during the policy term of the required insurance, complying with the new policy forms will be deferred until the expiration date of the subject policy. Said insurance policies shall be primary over any and all insurance available to the City whether purchased or not and shall be non-contributory. The Lessee, its Hotel Project General Contractor or tenants shall be solely responsible for all deductibles contained in their respective policies. All policies procured pursuant to this Article IX shall be subject to maximum deductibles reasonably acceptable to the City. The City of Miami Beach will be included as an "additional insured" on the commercial general liability, automobile liability, property insurance, and pollution liability policies. The City will also be named as an insured as its interests may appear with respect to the builder's risk policy.

Section 9.2. **Evidence of Insurance.** Prior to Lessee taking possession of the Leased Property, and annually thereafter, Lessee shall deliver satisfactory evidence of the required insurance to the City. Satisfactory evidence shall be: (a) a certificate of insurance for all required coverage; and (b) a copy of the actual insurance policy for builder's risk coverage. The City, at is sole option, may request a certified copy of any or all insurance policies required by this Lease, or the applicable portions thereof if insurance is provided through a master insurance program. All insurance policies must specify they are not subject to cancellation or non-renewal without a minimum of 30 days notification by the insurer to the City, the City's Risk Management Division and the First Leasehold Mortgagee, with a minimum of 10 days notification by the insurer to the City, the City's Risk Management Division and the First Leasehold Mortgagee prior to cancellation or non-renewal for non-payment of premium. The Lessee will deliver to the City, at least 30 days prior to the date of expiration of any insurance policy, a renewal policy replacing any policies expiring during the Term of this Lease, or a certificate thereof, together with evidence that the full premiums have been paid. Premiums on policies will not be financed in any manner whereby any Leasehold Mortgagee, on default or otherwise, will have the right or privilege of surrendering or cancelling the policies; provided, however, that premiums may be paid in annual installments. All certificates of insurance shall (i) be in a form acceptable to the City, (ii) name the types of policies provided, (iii) refer specifically to this Lease; (iv) evidence the waiver of subrogation in favor of the City as required by Section 9.11 below; and (v) evidence that coverage shall be primary and noncontributory, and that each policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the City. Lessee shall deliver, together with each certificate of insurance, a letter from the agent or broker placing such insurance, certifying to the City that the coverage provided meets the coverage required under this Lease. The official title of the certificate holder is "City of Miami Beach, Florida." Additional insured certificates for the City shall read "City of Miami Beach, Florida", and shall be addressed to 1700 Convention Center Drive, Miami Beach, FL, 33139, Attn: Risk Management, 3rd Floor.

Section 9.3. **Required Coverages.** In addition to such insurance as may be required by law, the Lessee shall procure and maintain, or cause others to procure and maintain, without lapse or material change, for so long as it occupies the Leased Property, the following insurance, which may be provided through master blanket insurance policies:

(a) **Commercial General Liability Insurance** on a comprehensive basis, including contractual liability, to cover the Leased Property and Lessee's operations and indemnity obligations, in an amount not less than $5,000,000 combined single limit per occurrence for bodily injury and property damage. Such insurance may be provided through a combination of primary and excess/umbrella liability policies.

(b) **Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used by the Lessee in connection with its operations under this Lease in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office (ISO).

(c) **Pollution Liability Insurance** in an amount not less than $10,000,000 per claim, covering third party claims, remediation expenses, and legal defense expenses arising from on-site and off-site loss, or expense or claim related to the release of Hazardous Materials at the Leased Property. Such policy shall include an annual policy aggregate in the amount of $20,000,000.

(d) **Builders Risk Insurance** during the course of construction, issued in the name of the Lessee, the Hotel Project General Contractor and the City as their interests may appear, in amount(s) not less than 100% of the insurable value of the Hotel Project completed structure(s), covering perils on an "All Risk" basis, including flood, earthquake, and windstorm. In an amount not less than $10,000,000. Policy(s) must clearly indicate that underground structures (if applicable) and materials being installed are covered. Any deductibles are the sole responsibility of the Lessee.

(e) **Commercial Property Insurance** in an amount of 100% of the insurable value of all Lessee Improvements under an "all risk" form, including damage by water, flood, subsistence, tornado, hurricane and earthquake in an amount not less than $10,000,000.

(f) **Business Interruption Insurance** coverage utilizing a gross earnings value form with limits equal to twelve (12) months of Lessee's projected Gross Operating Revenues associated with the Leased Property. The City and Lessee shall jointly review Lessee's projected Gross Operating Revenues periodically and the limits of this policy shall be adjusted based on this review.

(g) **Workers' Compensation and Employers Liability Insurance** with limits sufficient to respond to Florida Statute §440. In addition, the Lessee shall obtain Employers' Liability Insurance with limits of not less than: (i) $500,000 Bodily Injury by Accident, (ii) $500,000 Bodily Injury by Disease and (iii) $500,000 Bodily Injury by Disease, each employee.

(h) **Professional Liability**. Lessee shall cause any architects or engineers to maintain architects and engineers errors and omissions liability insurance specific to the activities or scope of work such consultants will perform. If coverage is provided on a "claims made" basis, the policy shall provide for the reporting of claims for a period of five (5) years

following the completion of all construction activities. The minimum limits acceptable shall be $1,000,000 per occurrence and $3,000,000 in the annual aggregate.

(i) **Terrorism Insurance**. So long as the Terrorism Risk Insurance Program Reauthorization Act of 2015 ("TRIPRA") or a similar or subsequent statute is in effect, terrorism insurance for "certified" and "non-certified" acts (as such terms are used in TRIPRA or a similar or subsequent statute) in an amount equal to the full replacement cost of the Leased Property plus 12 months of business interruption coverage. If TRIPRA or a similar or subsequent statute is not in effect, then the "all risk" property insurance required pursuant to Section 9.3(e) of this Lease shall not exclude coverage for acts of terror or similar acts of sabotage unless terrorism insurance is not commercially available, in which case, Lessee shall obtain stand-alone coverage in commercially reasonable amounts (for purposes of this clause (i), commercially reasonable amounts shall mean amounts that would be (A) obtained by property owners or lessees of properties located in markets similar to that of the Hotel Project and similar in size and type to the Hotel Project and (B) required by prudent Institutional Lenders or landlords in such similar markets with similar properties).

Section 9.4. Premiums and renewals. Lessee shall pay as the same become due all premiums for the insurance required by this Article IX, shall renew or replace each such policy and deliver to the City evidence of the payment of the full premium thereof prior to the expiration date of such policy, and shall promptly deliver to the City all original Certificates of Insurance and copies of all such renewal or replacement policies.

Section 9.5. Adequacy Of Insurance Coverage.

(a) The adequacy of the insurance coverage required by this Article IX may be reviewed periodically by the City in its sole discretion. The City reserves the right, but not the obligation, to review and reasonably revise the insurance requirements every three (3) years, (including but not limited to deductibles, limits, coverages and endorsements) provided such revisions are commercially reasonable, customary and commonly available regarding properties similar in type, size, use and location to the Leased Property and Lessee Improvements and further provided that such coverage is available at commercially reasonable rates (including fiduciary liability and directors and officers liability insurance);

(b) Lessee agrees that City may, if it so elects, at City's expense, have the Lessee Improvements appraised for purposes of obtaining the proper amount of insurance hereunder. Any review by the City shall not constitute an approval or acceptance of the amount of insurance coverage.

Section 9.6. City May Procure Insurance if Lessee Fails To Do So. If Lessee refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required pursuant to this Lease within thirty (30) days after written notice from the City, the City, at its option, may procure or renew such insurance. In that event, all commercially reasonable amounts of money paid therefor by the City shall be treated as Additional Rent payable by Lessee to the City together with interest thereon at the Default Rate from the date the same were paid by the City to the date of payment thereof by Lessee. Such amounts, together with all interest accrued thereon, shall be paid by Lessee to the City within ten (10) days of written notice thereof.

Section 9.7. Effect of Loss or Damage. Any loss or damage by fire or other casualty of or to any of the Lessee Improvements on the Leased Property at any time shall not operate to

terminate this Lease or to relieve or discharge Lessee from the payment of Rent, or from the payment of any money to be treated as Additional Rent in respect thereto, pursuant to this Lease, as the same may become due and payable, as provided in this Lease, or from the performance and fulfillment of any of Lessee's obligations pursuant to this Lease. No acceptance or approval of any insurance agreement or agreements by the City shall relieve or release or be construed to relieve or release Lessee from any liability, duty or obligation assumed by, or imposed upon it by the provisions of this Lease.

Section 9.8. Proof of Loss. Whenever any Lessee Improvements, or any part thereof, constructed on the Leased Property (including any personal property furnished or installed in the premises) shall have been damaged or destroyed, Lessee shall promptly make proof of loss in accordance with the terms of the insurance policies and shall proceed promptly to collect or cause to be collected all valid claims which may have arisen against insurers or others based upon any such damage or destruction.

Section 9.9. Insurance Proceeds.

(a) Authorized Payment. All sums payable for loss and damage arising out of the casualties covered by the property insurance policies shall be payable:

(i) directly to Lessee, if the total recovery is equal to or less than $10,000,000 (as adjusted for inflation over the Term pursuant to Section 14.20 hereof), except that if an Event of Default has occurred and is continuing hereunder, such proceeds, shall be paid over to the Insurance Trustee and disbursed in accordance with Section 9.9(a)(ii). After the completion of all Reconstruction Work in accordance herewith, any remaining proceeds shall be paid over to Lessee subject to its obligations to the First Leasehold Mortgagee; and

(ii) to a commercial bank or trust company designated by Lessee and Approved by the City Manager (the "Insurance Trustee"), if the total recovery is in excess of $10,000,000 (as adjusted for inflation over the Term pursuant to Section 14.20 hereof) or is less than $10,000,000 but an Event of Default has occurred and is continuing hereunder, to be held by the Insurance Trustee pending establishment of reconstruction, repair or replacement costs and shall be disbursed to Lessee pursuant to the provisions of subparagraph (b) of this Section 9.9.

(b) Disposition of Insurance Proceeds for Reconstruction.

(i) All insurance proceeds shall be applied for the reconstruction, repair or replacement of Lessee Improvements and the FF&E and other personal property of Lessee located on the Leased Property, so that Lessee Improvements, FF&E and such other personal property shall be restored to a condition comparable to the condition prior to the loss or damage but in all cases consistent with the Hotel Standards (hereinafter referred to as "Reconstruction Work");

(ii) From the insurance proceeds received by the Insurance Trustee, there shall be disbursed to Lessee such amounts as are required for the Reconstruction Work. Lessee shall submit invoices or proof of payment to the Insurance Trustee for payment or reimbursement according to an agreed schedule of values approved in advance by the City Manager and Lessee; and

(iii) After the completion of the Reconstruction Work, any unused insurance proceeds shall be paid to Lessee.

Section 9.10. Reconstruction.

(a) In the event of any loss or damage by fire or other casualty of or to any of the Lessee Improvements, FF&E and other personal property of Lessee located on the Leased Property having a value in excess of $2,500,000, Lessee shall give the City notice thereof within five (5) Business Days, and Lessee, at its sole cost and expense, whether or not such loss or damage has been insured and whether or not such loss or damage is to property having a value in excess of $2,500,000, covenants and agrees to commence the Reconstruction Work as soon as practicable, but in any event within three (3) months after the insurance proceeds in respect of the destroyed or damaged improvements or personal property have been received, and to fully complete such Reconstruction Work as expeditiously as reasonably possible consistent with the nature and extent of the damage. Lessee shall comply in all respects with the provisions of Section 2.15 with respect to any Reconstruction Work.

(b) In the event that Lessee fails to perform the Reconstruction Work in accordance herewith and within a reasonable time after such loss or damage, the City shall have the right to terminate this Lease after thirty (30) days' notice if within such thirty (30) day period such Reconstruction Work is not complete or Lessee has not provided reasonable assurance that it is proceeding in good faith and using commercially reasonable efforts to complete such Reconstruction Work, in which case, upon the City's request, the Lessee shall surrender and return the Leased Property to the City in the same condition existing on the Possession Date, including demolition of all Lessee Improvements and repair and restoration of any property, including the Convention Center, affected by the demolition of the Lessee Improvements, and free and clear of all debts, mortgages, encumbrances and liens.

(c) Notwithstanding the foregoing, if, during the last ten (10) years of the Term, the Lessee Improvements are totally destroyed or so damaged as to render them unusable, then (i) Lessee or the City may terminate this Lease by delivery of written notice of such termination to the other Party not later than sixty (60) days after the occurrence of such casualty, whereupon this Lease will terminate as of the date of such casualty. Upon such termination, the insurance proceeds shall be payable as follows: (i) first, to demolish the Lessee Improvements and clear the site of all Lessee Improvements and debris to the City's reasonable satisfaction, (ii) second to reimburse Lessee for the fair market value of the Lessee Improvements as of the date prior to such loss or destruction and (iii) third, the balance, if any, to the City. If neither the Lessee nor the City timely elect to terminate this Lease in accordance with this Section 9.10(c), Lessee shall restore the Lessee Improvements in accordance with Section 9.10(a) hereof.

Section 9.11. Waiver of Subrogation. Where permitted by law, each Party hereby waives all rights of recovery by subrogation or otherwise (including, without limitation, claims related to deductible or self-insured retention clauses, inadequacy of limits of any insurance policy, insolvency of any insurer, limitations or exclusions of coverage), against the other Party, and its respective officers, agents, or employees.

Section 9.12. Inadequacy of Insurance Proceeds. Lessee's liability hereunder to timely commence and complete restoration of the damaged or destroyed Lessee Improvements shall be absolute, irrespective of whether the insurance proceeds received, if any, are adequate to pay for said restoration.

Section 9.13. No City Obligation to Provide Property Insurance. Lessee acknowledges and agrees that City shall have no obligation to provide any property insurance on any Lessee Improvements or property of Lessee located on the Leased Property. If City does provide any property insurance coverage, Lessee acknowledges that such insurance shall be for the sole benefit of the City and Lessee shall have no right or claim to any such proceeds.

Section 9.14. Compliance. Lessee's compliance with the requirements of this Article IX shall not relieve the Lessee of its liability, or be construed to relieve or limit, Lessee of any responsibility, liability, or obligation imposed under any other portion of this Lease, or by law, including, without limitation, any indemnification obligations which Lessee owes to City.

Section 9.15. Right to Examine. The City reserves the right, upon reasonable notice, to examine the original or true copies of policies of insurance (including binders, amendments, exclusions, riders and applications), or applicable portions of any master insurance policy, to determine the true extent of coverage. The Lessee agrees to permit such inspection and make available such policies or portions thereof at the offices of the City.

Section 9.16. Personal Property. Any personal property of the Lessee or of others placed in the Leased Property shall be at the sole risk of the Lessee or the owners thereof, and the City shall not be liable for any loss or damage thereto for any cause except as a result of the gross negligence or willful misconduct of the City or its employees, agents or contractors.

ARTICLE X
CONDEMNATION

Section 10.1. Complete Condemnation.

(a) If the entire Hotel Project shall be taken or condemned for any public or quasi-public use or purpose, by right of eminent domain or by purchase in lieu thereof (in each case, a "Taking"), or if such Taking shall be for a portion of the Hotel Project such that the portion remaining is not sufficient and suitable, on a commercially reasonable basis, for the operation of the Hotel, then this Lease shall cease and terminate as of the date on which the condemning authority takes possession; and

(b) If this Lease is so terminated, the entire award for the Hotel Project or the portion thereof so taken shall be apportioned among the City and the Lessee as of the day immediately prior to the vesting of title in the condemning authority, as follows:

(i) First, but only if the City is not the authority condemning the Hotel Project, the City shall receive the then fair market value of the Leased Property so taken or condemned considered as vacant, unimproved, and unencumbered, together with the value of the City's remainder interest in the Lessee Improvements which have been taken;

(ii) Second, Lessee shall be entitled to the then fair market value of its interest under this Lease and in the Lessee Improvements, less the discounted value of such Lessee Improvements as allocated to the City, together with any and all business damages

suffered by Lessee (subject, however, to the rights of the First Leasehold Mortgagee thereto); and

(iii) the City and Lessee shall each receive one-half (1/2) of any remaining balance of the award, except that the Lessee shall receive the entire remaining balance of the award if the City is the authority condemning the Hotel Project.

Section 10.2. Partial Condemnation.

(a) If there is a Taking of a portion of the Hotel Project, and the remaining portion can, on a commercially reasonable basis be adapted and used to operate the Hotel in the same manner it was previously operated, then this Lease shall continue in full force and effect; and

(b) In such event, the award shall be apportioned as follows:

(i) First, to the Lessee to the extent required, pursuant to the terms of this Lease, for the restoration of the Hotel Project;

(ii) Second, but only if the City is not the authority condemning the Hotel Project, to the City the portion of the award allocated to the fair market value of the Leased Property which is so taken, considered as vacant and unimproved;

(iii) Third, to the Lessee the amount by which the value of Lessee's interest in the Lessee Improvements and the Leased Property were diminished by the taking or condemnation; and

(iv) the City and Lessee shall each receive one-half (l/2) of any remaining balance of the award, except that the Lessee shall receive the entire remaining balance of the award if the City is the authority condemning the Hotel Project.

Section 10.3. Restoration After Condemnation. If this Lease does not terminate due to a Taking, then:

(a) Lessee shall, with commercially reasonable diligence and good-faith, restore the remaining portion of the Hotel Project in accordance with the provisions of Sections 9.10(a) hereof;

(b) the entire proceeds of the award shall be deposited and treated in the same manner as insurance proceeds are to be treated under Article IX until the restoration has been completed and Lessee and the City have received their respective shares thereof pursuant to this Article X; and

(c) if the award is insufficient to pay for the restoration, Lessee shall be responsible for the remaining cost and expense.

Section 10.4. Temporary Taking. If there is a Taking of the temporary use (but not title) of the Hotel Project, or any part thereof, this Lease shall, but only to the extent it is commercially reasonable, remain in full force and effect and there shall be no abatement of any amount or sum payable by or other obligation of Lessee hereunder. Lessee shall receive the entire award

for any such temporary Taking to the extent it applies to the period prior to the end of the Term and the City shall receive the balance of the award.

Section 10.5. Determinations. If Landlord and the Lessee cannot agree in respect of any matters to be determined under this Article, a determination shall be requested of the court having jurisdiction over the Taking. For purposes of this Article, any personal property taken or condemned shall be deemed to be a part of the Lessee Improvements, and the provisions hereof shall be applicable thereto.

Section 10.6. Payment of Fees and Costs. All fees and costs incurred in connection with any condemnation proceeding described in Article X shall be paid in accordance with the law governing same, as determined by the court, if appropriate.

ARTICLE XI
QUIET ENJOYMENT AND OWNERSHIP OF IMPROVEMENTS

Section 11.1. Quiet Enjoyment.

(a) The City represents and warrants that Lessee, upon paying the Rent, Additional Rent and other monetary obligations pursuant to this Lease and observing and keeping the covenants and agreements of this Lease on its part to be kept and performed, shall lawfully and quietly hold, occupy and enjoy the Leased Property during the Term without hindrance or molestation by the City, acting in its proprietary capacity, or by any Person claiming under the City, acting in its proprietary capacity. The City shall, at its own cost and expense, through the City Attorney's office or other counsel selected by the City in its sole discretion, defend any suits or actions which may be brought challenging Lessee's right to lawfully and quietly hold, occupy and enjoy the Leased Property in accordance with the preceding sentence. Lessee shall have the right to retain its own counsel in connection with such proceedings, at Lessee's sole cost and expense.

(b) However, if the City is acting in its governmental capacity, any liability under this Section shall only be to the extent permitted by applicable law and subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, as may be amended, which statutory limitations shall be applied as if the parties had not entered into this Lease.

Section 11.2. Waste. Lessee shall not knowingly permit, commit or suffer waste or material impairment of the Hotel Project, or any part thereof; provided, however, demolition of existing improvements on the Leased Property existing on the date hereof or redevelopment or reconstruction of the Hotel Project as permitted under this Lease shall not constitute waste.

Section 11.3. Maintenance and Operation of Improvements. Without limiting the provisions of Article XII, Lessee shall at all times keep the Hotel Project in good and safe condition and repair in accordance with the Hotel Standards, commercially reasonable wear and tear excepted. Regarding the occupancy, maintenance and operation of the Hotel Project, the Lessee shall comply with all applicable Governmental Requirements.

Section 11.4. Ownership of Improvements During Lease.

(a) Prior to the expiration or termination of this Lease, title to the Lessee Improvements shall not vest in the City by reason of its ownership of fee simple title to the Leased Property, but title to the Lessee Improvements shall remain in Lessee.

(b) If this Lease shall terminate, based on a mutual agreement between the parties or an final order from a court with jurisdiction from which the time for appeal has expired, prior to the expiration of the Term and if, at that time, the First Leasehold Mortgagee shall exercise its option to obtain a new lease for the remainder of the Term pursuant to Article VI, then title to the Lessee Improvements shall automatically pass to, vest in and belong to such First Leasehold Mortgagee or any designee or nominee of such First Leasehold Mortgagee permitted hereunder, until the expiration or sooner termination of the term of such new lease.

(c) The City and Lessee covenant that, to confirm the automatic vesting of title as provided in this paragraph, each will execute and deliver such further assurances and instruments of assignment and conveyance as may be commercially reasonably required by the other for that purpose.

Section 11.5. Surrender of Leased Property.

(a) Upon the expiration of the Term or earlier termination of this Lease (subject only to the rights of any First Leasehold Mortgagee), title to Lessee Improvements, free and clear of all debts, mortgages, encumbrances, and liens (which for this purpose shall include all personal property or equipment furnished or installed on the Hotel Project and owned or leased by Lessee), shall automatically pass to, vest in and belong to the City or its successor in ownership and it shall be lawful for the City or its successor in ownership to re-enter and repossess the Leased Property and Lessee Improvements thereon without process of law; and

(b) The City and Lessee covenant that, to confirm the automatic vesting of title as provided in this Section, each will execute and deliver such further assurances and instruments of assignment and conveyance as may be reasonably required by the other for that purpose.

ARTICLE XII
MAINTENANCE AND REPAIRS

Section 12.1. Standards Generally. The City and Lessee agree that the manner in which the Hotel Project is developed, operated and maintained is important to the City by reason of its interest in having a convention hotel facility for use by its residents and visitors to the City. Therefore, Lessee hereby agrees to develop, operate and maintain the Hotel Project and the Lessee Improvements thereon (including all FF&E) consistent with the Hotel Standards and in good order and repair, and will replace the same when necessary with items of similar utility and value in order to maintain such condition throughout the Term.

Section 12.2. Utilities. City will not be required to furnish any services, utilities or facilities whatsoever to the Leased Property pursuant to this Lease. Any services provided to the Leased Property shall be pursuant to the terms of a separate agreement.

Section 12.3. Cleaning. Lessee shall, at its sole cost and expense, perform or cause to be performed, services which will at all times keep the Leased Property and the Lessee

Improvements thereon, whether partially or fully constructed, in a clean, neat, orderly, sanitary and presentable condition.

Section 12.4. Removal of Trash. Lessee shall, at its sole cost and expense, store, dispose of, and remove or cause to be removed from the Leased Property all trash and refuse which might accumulate and arise from its use of the Leased Property.

Section 12.5. Maintenance and Repairs.

(a) Lessee shall be exclusively responsible for maintenance and repair of the Leased Property and the Lessee Improvements, (except for the Off-Site Improvements or to the extent infrastructure maintenance has been transferred by Lessee to a utility company by means of a written contract), to the extent and at the times that are consistent with standard industry practice for each applicable Lessee Improvement. Maintenance and repairs by Lessee, including landscape maintenance, shall be in quality and class equal to or better than the original Work to preserve the Leased Property and Hotel Project in good condition and working order.

(b) In no event shall City be responsible or liable for any maintenance or repair of any Lessee Improvement, fixture, equipment, structure, facility, alteration, or addition thereto on the Leased Property.

(c) Lessee shall be responsible for complying at its cost with any Governmental Requirements, including construction re-certification of any Lessee Improvement on the Leased Property (other than the Off-Site Improvements), including the "40-year recertification" requirement under the current building code.

(d) Maintenance and repair of the Hotel Project must be at a level that is in compliance with the Hotel Standards and that will cause the Hotel Project to be in a usable condition at the expiration or termination of this Lease, and with Lessee having expended sufficient funds during the last ten (10) years of this Lease that will cause each Lessee Improvement to be useful and functional and code compliant. During the Term of this Lease, Lessee shall (1) adequately and reasonably fund maintenance reserve accounts for each Lessee Improvement on the Leased Property in amounts that are consistent with standard industry practice applicable to each particular Lessee Improvement, (2) periodically expend funds from such accounts for maintenance purposes in an amount and at a time or times that are customary and ordinary for a sound maintenance program for the Leased Property and consistent with commercial development practices prevailing in South Florida and (3) comply at all times with the terms set forth in the Management Agreement from time to time regarding accrual, maintenance and expenditure of reserves, including FF&E reserves.

Section 12.6. Excavation of Land. Except in connection with the construction of the Hotel Project, or redevelopment or reconstruction of the Hotel Project as permitted under this Lease, no excavation of any of the land shall be made, no soil or earth shall be removed from the Leased Property, and no well of any nature shall be dug, constructed or drilled on the Leased Property, except as may be required for environmental monitoring purposes, without the prior written Approval by City Manager.

Section 12.7. Water and Sewerage System. The Lessee shall operate and maintain, at its sole cost and expense, all the components of the water, sanitary sewerage and storm drainage facilities constructed by Lessee as part of the Hotel Project within the boundaries of the Leased

Property. Once constructed, Lessee shall not make any alterations or modifications to these facilities without the advance written Approval of the City Manager, which approval shall not be unreasonably withheld. Such consent shall be granted if any such alterations or modifications are required to comply with Governmental Requirements.

Section 12.8. Industrial Waste Facilities. The Lessee shall be fully responsible for all industrial wastes on the Leased Property caused or produced by Lessee, its Subtenants or third-parties operating on the Leased Property and the proper disposal thereof, in accordance with applicable Governmental Requirements.

Section 12.9. Inspections. City and/or its designated representatives shall have the right, during normal working hours, after prior reasonable notice to inspect the Leased Property and the Lessee Improvements to identify those items of maintenance, repair, replacement, modification and refurbishment reasonably required of Lessee to keep the Leased Property and the Lessee Improvements in good order and condition. If Lessee has failed to fulfill its maintenance and repair obligations under this Lease, City shall provide written notice and the Lessee shall perform all corrective work identified in such notice within thirty (30) days of receipt of the notice from City; provided, however that if such corrective work cannot be reasonably accomplished within a thirty (30) day period, then the Lessee shall commence the corrective work within that thirty (30) day period and diligently prosecute same to completion. Trash and debris maintenance shall be corrected within two (2) Business Days following receipt of written notice from City. Failure of City to inspect as aforementioned shall not impose any liability on the City. Nothing in this contractual provision relating to City's inspections shall preclude City from making inspections of the Leased Property in accordance with City's regulatory authority.

Section 12.10. Failure of Lessee to Maintain. If Lessee has failed to properly clean, remove trash and debris, maintain, repair, replace and refurbish the Leased Property as required by this Article XII, the City shall provide to the Lessee a written list of deficiencies, reflecting the amount of time to be reasonably allowed for the Lessee to correct same. If the Lessee fails to correct or commence to correct such deficiencies within the time allowed and has not registered an objection as to its obligation to do so, the City, at its option, may elect to correct any or all of such deficiencies, in which case, the City shall give Lessee fifteen (15) days further written notice of its intention to do so, and if the Lessee has not corrected or commenced to correct the same within such additional fifteen (15) day period, the City may enter upon the Leased Property and perform all work, which, in the reasonable judgment of the City, is necessary and the City shall add the cost of such work, plus twenty-five percent (25%) for administrative costs, to the Rent due hereunder on the first day of the month following the date of such work, and such cost shall be and constitute a part of the Rent. If Lessee has not corrected or commenced to correct such deficiencies within such additional fifteen (15) day period, the Lessee shall not undertake performance of such repairs or cleanup without specific prior written authorization from the City.

ARTICLE XIII
MANAGEMENT OF HOTEL

Section 13.1. Hotel Standards.

(a) Lessee covenants and agrees that it will utilize the Hotel Standards, as delineated in **Exhibit "B"**, to maintain and operate the Hotel, and operate or cause for the Hotel

to be operated in compliance with this Lease, Management Agreement and Governmental Requirements;

(b) Any commercial operations on the Hotel Project, whether conducted by Lessee, an Affiliate of Lessee or any concessionaire, involving any unreasonably noisy, dangerous or obnoxious activities or the leasing or rental of unreasonably noisy, dangerous or obnoxious equipment, shall require the prior written approval of the City and City may withhold such approval or require the termination of any such commercial operations then in existence on the Hotel Project in its commercially reasonable judgment; and

(c) Lessee shall use commercially reasonable efforts to ensure that any concession, commercial activity, or other Hotel activity shall be generally consistent with the Hotel Standards.

(d) Notwithstanding anything to the contrary contained herein, in the event that the Convention Center is not operated and maintained in accordance with the MBCC Standard of Operation for a period of more than two (2) years after written notice thereof from Lessee to City and City does not commence improvements to restore the Convention Center to the MBCC Standard of Operation within two (2) years after written notice thereof from Lessee, then Lessee, as its sole remedy, shall not be required to operate and maintain the Hotel in accordance with the Hotel Standards but instead shall be required to operate the Hotel (or cause for the Hotel to be operated) so that it meets a sufficient number of the standards then required to be able to obtain a three-diamond rating from the American Automobile Association; provided that, if at any time during the Term during which the Convention Center is not operated in accordance with the MBCC Standard of Operation, such rating system is discontinued or the standard for such rating system is materially changed, the Parties shall mutually and reasonably agree to substitute an alternate rating system that is most nearly equivalent to the discontinued or changed rating system. At such time as the MBCC Standard of Operation is restored, Lessee shall be required to operate the Hotel in accordance with the Hotel Standards.

Section 13.2. <u>Covenant to Continuously Operate Hotel</u>.

(a) Subject to the need to make repairs and perform maintenance and any Force Majeure Event in accordance herewith, after the Opening Date, Lessee shall diligently and continuously operate (or cause to be operated) the Hotel for 365 days each year consistent with the Hotel Standards;

(b) Subject to the need to make repairs and perform maintenance and subject to any Force Majeure Events in accordance herewith, after the Opening Date, for each day the Hotel is not operated continuously, the City, in addition to any other remedies available to it under this Lease, shall be entitled to receive a rental which shall be no less per day than the average of the Base Rent payable during the preceding three (3) full Lease Years; and

(c) Notwithstanding the foregoing, Lessee shall have the right from time-to-time to close the Hotel or parts thereof for such commercially reasonable periods of time to make repairs, alterations, remodeling or for any reconstruction after casualty or condemnation or any Force Majeure Event; provided that the Lessee is using commercially reasonable diligent efforts to repair and restore the Hotel or, as applicable, to mitigate the impact of such Force Majeure Events on its operations.

Section 13.3. Hotel Name. Lessee may enter into new Management Agreements or change the name of "flag" of the Hotel so long as such brand or flag is an Approved Brand. In determining whether or not to give any Approval of a brand that is not an Approved Brand, the City may consider, by way of example and not of limitation, the public image of the proposed name or flag, its AAA or other quality classification and whether such image is commensurate with the public image the City desires to project. Provided that no Event of Default is then continuing, Lessee's request for approval shall be deemed approved if (i) the first correspondence from Lessee to City requesting such approval or consent is in an envelope marked "PRIORITY" and contains a bold-faced, conspicuous (in a font size that is not less than fourteen (14)) legend at the top of the first page thereof stating that "FIRST NOTICE: THIS IS A REQUEST FOR CONSENT UNDER SECTION 13.3 OF THE DEVELOPMENT AND GROUND LEASE AGREEMENT, DATED SEPTEMBER 2, 2015, AND FAILURE TO RESPOND TO THIS REQUEST WITHIN TWENTY (20) DAYS MAY RESULT IN THE REQUEST BEING DEEMED GRANTED", and is accompanied by the information and documents required above, and any other information reasonably requested by City in writing prior to the expiration of such twenty (20) day period in order to adequately review the same has been delivered; and (ii) if City fails to respond or to deny such request for approval in writing within the first fifteen (15) days of such twenty (20) day period, a second notice requesting approval is delivered to City from Lessee in an envelope marked "PRIORITY" containing a bold-faced, conspicuous (in a font size that is not less than fourteen (14)) legend at the top of the first page thereof stating that "SECOND AND FINAL NOTICE: THIS IS A REQUEST FOR CONSENT UNDER SECTION 13.3 OF THE DEVELOPMENT AND GROUND LEASE AGREEMENT, DATED SEPTEMBER 2, 2015. IF YOU FAIL TO PROVIDE A SUBSTANTIVE RESPONSE (E.G., APPROVAL, DENIAL OR REQUEST FOR CLARIFICATION OR MORE INFORMATION) TO THIS REQUEST FOR APPROVAL IN WRITING WITHIN FIVE (5) DAYS, YOUR APPROVAL SHALL BE DEEMED GIVEN" and City fails to provide a substantive response to such request for approval within such final five (5) day period.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

Section 14.1. No Partnership or Joint Venture. It is mutually understood and agreed that nothing contained in this Lease is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners, or creating or establishing the relationship of a joint venture between the City and Lessee, or as constituting Lessee as the agent or representative of the City for any purpose or in any manner whatsoever.

Section 14.2. Recording, Documentary Stamps. A memorandum of this Lease, in form mutually satisfactory to the parties, may be recorded by either Party among the Public Records of Miami-Dade County, Florida and the cost of any such recordation, the cost of any documentary stamps which legally must be attached to any or all of said documents shall be paid in full by Lessee. The Parties shall cooperate in structuring the transactions contemplated hereby in such a manner as to reduce such costs, provided such structure shall not have any adverse consequence for the City.

Section 14.3. Florida and Local Laws Prevail. This Lease shall be governed by the laws of the State of Florida. This Lease is subject to and shall comply with the City Code as the same is in existence as of the execution of this Lease and the ordinances of the City of Miami Beach. Any conflicts between this Lease and the City Code shall be resolved in favor of the latter. If any term, covenant, or condition of this Lease or the application thereof to any Person or

circumstances shall to any extent, be illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity or becomes unenforceable because of judicial construction, the remaining terms, covenants and conditions of this Lease, or application of such term, covenant or condition to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law. Any dispute arising out of or relating to this Lease that specifically provides for arbitration (and only such provisions) shall be subject to arbitration as provided herein. In any such arbitration or in any legal action brought by either Party because of a breach of this Lease or to enforce any provision of this Lease, the prevailing Party shall be entitled to reasonable attorneys' fees and paralegals' fees and costs, including those incurred in subsequent actions to enforce or vacate an arbitration award and those incurred on appeal.

Section 14.4. No Conflicts of Interest/City Representatives not Individually Liable. No member, official, representative, or employee of the City shall have any personal interest, direct or indirect, in this Lease, nor shall any such member, official, representative or employee participate in any decision relating to this Lease which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. No member, official, elected representative or employee of the City shall be personally liable to Lessee or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Lessee or successor or on any obligations under the terms of this Lease.

Section 14.5. Notice. A notice or communication, under this Lease by the City, on the one hand, to Lessee, or, on the other, by Lessee to the City shall be sufficiently given or delivered if in writing and dispatched by hand delivery, or by nationally recognized overnight courier providing receipts, or by registered or certified mail, postage prepaid, return receipt requested to:

(a) Lessee. In the case of a notice or communication to Lessee if addressed as follows:

To: Portman Miami Beach, LLC, c/o Portman Holdings, LLC
303 Peachtree Center Ave, Suite 575
Atlanta, GA 30303
Attn: John C. Portman, III

With copies to: General Counsel, Portman Miami Beach, LLC (same address above)

(b) City. In the case of a notice or communication to the City, if addressed as follows:
To:

City Manager
City of Miami Beach, Florida
1700 Convention Center Drive, 4th Floor
Miami Beach, Florida 33139

With Copies To:
City Attorney
City of Miami Beach, Florida
1700 Convention Center Drive, 4th Floor
Miami Beach, Florida 33139

or if such notice is addressed in such other way in respect to any of the foregoing Parties as that Party may, from time-to-time, designate in writing, dispatched as provided in this Section 14.5.

Section 14.6. Estoppel Certificates. The City and Lessee shall, within thirty (30) days after written request by the other, execute, acknowledge and deliver to the Party which has requested the same or to any actual or prospective First Leasehold Mortgagee, Mezzanine Lender, or purchaser of the Hotel or any equity interest in Lessee, a certificate stating that:

(a) this Lease is in full force and effect and has not been modified, supplemented or amended in any way, or, if there have been modifications, this Lease is in full force and effect as modified, identifying such modification agreement, and if this Lease is not in force and effect, the certificate shall so state;

(b) this Lease as modified represents the entire agreement between the Parties as to this subject matter, or, if it does not, the certificate shall so state;

(c) the dates on which the Term of this Lease commenced and will terminate;

(d) to the knowledge of the certifying Party all conditions under this Lease to be performed up to that date by the City or Lessee, as the case may be, have been performed or satisfied and, as of the date of such certificate, there are no existing defaults, defenses or offsets which the City or Lessee, as the case may be, has against the enforcement of this Lease by the other Party, or, if such conditions have not been satisfied or if there are any defaults, defenses or offsets, the certificate shall so state; and

(e) the Rent due and payable for the year in which such certificate is delivered has been paid in full, or, if it has not been paid, the certificate shall so state.

The Party to whom any such certificate shall be issued may rely on the matters therein set forth; however, in delivering such certificate neither Lessee nor the City (nor any individual signing such certificate on such Party's behalf) shall be liable for the accuracy of the statements made therein, but rather shall be estopped from denying the veracity or accuracy of the same. Any certificate required to be made by the City or Lessee pursuant to this paragraph shall be deemed to have been made by the City or Lessee (as the case may be) and not by the person signing same.

Section 14.7. Provisions not Merged with Deed. Unless otherwise expressed in the instrument of conveyance or transfer; none of the provisions of this Lease are intended to or shall be merged by reason of any deed:

(a) transferring the Hotel Project or any part thereof from Lessee (or its successors or assigns) to the City (or its successors or assigns); or

(b) transferring title to the Leased Property or any part thereof from the City to Lessee, its successors or assigns. Any such deed shall not be deemed to affect or impair the provisions and covenants of this Lease.

Notwithstanding anything to the contrary contained herein, so long as there is a First Leasehold Mortgagee, the City and Lessee agree that the City shall not transfer any fee interest in the Leased Property to Lessee without such First Leasehold Mortgagee's prior written consent.

Section 14.8. Titles of Articles and Sections. Any titles of the several parts, Articles and Sections of this Lease are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 14.9. Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original. Any such counterparts shall constitute one and the same instrument. This Lease shall become effective only upon execution and delivery of this Lease by the Parties hereto.

Section 14.10. Successors and Assigns; No Third Party Beneficiaries. Except to the extent limited elsewhere in this Lease, all of the covenants conditions and obligations contained in this Lease shall be binding upon and inure to the benefit of the respective successors and assigns of the City and Lessee. Lessee and the City acknowledge and agree that except for a First Leasehold Mortgagee or a Mezzanine Lender, if any, each of which shall have the rights set forth in Article VI hereof, no third party shall have any rights or claims arising hereunder, nor is it intended that any third party shall be a third party beneficiary of any provisions hereof.

Section 14.11. Entire Agreement. This Lease and its Exhibits constitute the sole and only agreement of the Parties hereto with respect to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Lease are of no force or effect and are merged into this Lease.

Section 14.12. Amendments. No amendments to this Lease shall be binding on either Party unless in writing and signed by both Parties. Solely to the limited extent as may be necessary to reasonably facilitate lender financing for the Hotel Project, the City Manager shall have the delegated authority (but not the obligation), after consultation with the City's Chief Financial Officer and City Attorney, to negotiate and execute modifications to Article 9, Article 10, Sections 6.1(a)(vi) through 6.1(a)(ix), and Sections 6.1(b) through 6.1(k) of this Lease; and to negotiate and execute the easements contemplated pursuant to Section 4.1(g) of this Lease. All other amendments must be approved by majority vote of the City Commission, subject to the requirements of the City Charter and applicable law, except that the provisions of Sections 4.2(b), 4.2(g), 4.5(a) through (e), and Section A.1 of Exhibit "A" hereto may not be modified except by a 6/7th vote of the City Commission and approval of such modifications by at least sixty percent (60%) of the voters voting thereon in a City-wide referendum, in the same manner as required for approval of the initial Lease pursuant to Section 1.03(b)(3) of the City Charter, and the Base Rent and Minimum Fixed Rent set forth in Section 4.4(a) may not be modified except by approval of such modification by at least sixty percent (60%) of the voters voting thereon in a City-wide referendum, in the same manner as required for approval of the initial Lease pursuant to Section 1.03(b)(3) of the City Charter. The City shall not be obligated to expend any money or undertake any obligation connected with any such amendment proposed by Lessee, or otherwise connected with any action requested by or for the benefit of Lessee under this Lease, and shall be reimbursed by Lessee for all out of pocket expenses (including third party consultants and attorneys) incurred by the City. Prior to the City taking action regarding any such request, Lessee shall deposit with the City the estimated amount of such costs, as reasonably determined by the City.

Section 14.13. Non-Subordination of City's Interest. The City's fee interest in and ownership of the Leased Property and the City's rights and interest in this Lease (including the rights to Rent, Public Charges and other monetary obligations of Lessee to the City under this

Lease) shall not be subject or subordinate to or encumbered by any financing for the Hotel Project or lien or encumbrances affecting Lessee's interest in this Lease or Lessee Improvements or by any acts or omissions of Lessee or any Subtenant hereunder. In this regard, the Rent, Additional Rent, Public Charges and other monetary obligations of Lessee to the City under this Lease then payable at any point in time during the Term shall be paid by Lessee to the City and shall be superior in right to all claims or rights hereunder or described above in this Section, including all Hotel Project operating expenses, the payment of debt service, and any distributions of profits to Lessee or any of its Affiliates or owners.

Section 14.14. **City Manager's Delegated Authority.** Notwithstanding any provision to the contrary in this Lease, nothing herein shall preclude the City Manager from seeking direction from or electing to have the City Commission determine any matter arising out of or related to this Lease, including, without limitation, any Approval contemplated under this Lease (within the timeframe specified therefor as if the Approval was being determined by the City Manager), any proposed amendment or modification to this Lease or any separate agreement relating to the Hotel Project or otherwise referenced in this Lease.

Section 14.15. **Holidays.** It is hereby agreed that whenever a notice or performance under the terms of this Lease is to be made or given on a Saturday or Sunday or on a legal holiday recognized by the City, it shall be postponed to the next following Business Day, not a Saturday, Sunday or legal holiday.

Section 14.16. **No Brokers.** Lessee shall be responsible for, and shall hold the City harmless with respect to, the payment of any commission claimed by or owed to any real estate broker or other Person retained by Lessee and which is entitled to a commission as a result of the execution and delivery of this Lease. The City similarly shall be responsible for, and shall hold Lessee harmless with respect to, the payment of any commission claimed by or owed to any real estate broker or other Person retained by the City and which is entitled to a commission as a result of the execution and delivery of this Lease.

Section 14.17. **No Liability for Approvals and Inspections.** Except as may be otherwise expressly provided herein, no approval to be made by the City in its capacity as landlord under this Lease or any inspection of the Work or the Hotel Project by the City under this Lease, shall render the City liable for its failure to discover any defects or nonconformance with any Governmental Requirement.

Section 14.18. **Radon.** 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 the county public health unit for Miami-Dade County.

Section 14.19. **Lessee Entity.** On the date of execution hereof, Lessee is a limited liability company. In the event that at any time during the Term of this Lease and any extensions and renewals thereof, Lessee is a corporation or an entity other than a limited liability company, then any references herein to member, membership interest, manager and the like which are applicable to a limited liability company shall mean and be changed to the equivalent designation of such term which is appropriate to the nature of the new Lessee entity.

Section 14.20. **Inflation Adjustments.** All adjustments for inflation required under this Lease shall be calculated utilizing the United States Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers; U.S. City average (1982-84=100). If the United States Department of Labor should no longer compile and publish this index, the most similar index compiled and published by said Department or any other branch or department of the federal government shall be used for the purpose of computing the inflation adjustments provided for in this Lease. If no such index is compiled or published by any branch or department of the federal government, the statistics reflecting cost of living increases as compiled by any institution or organization or individual designated by the City and generally recognized as an authority by financial or insurance institutions shall be used as a basis for such adjustments.

Section 14.21. **Standard of Conduct.** The implied covenant of good faith and fair dealing under Florida law is expressly adopted.

Section 14.22. **Waiver of Consequential Damages.** Notwithstanding anything contained in this Lease to the contrary, in no event shall either Party be liable to the other for any consequential, exemplary or punitive damages.

Section 14.23. **Reservation of Rights.** This Lease shall not affect any rights that may have accrued to any Party to this Lease under applicable laws and each Party hereto reserves any and all of such rights.

[signature pages to follow]

IN WITNESS WHEREOF, Lessee has caused this Lease to be signed in its name by its President, and the City of Miami Beach has caused this Lease to be signed in its name by the Mayor, and duly attested to by the City Clerk, and approved as to form and sufficiency by the City Attorney, on the day and year first above written.

WITNESSED BY:

Print Name: Rafael Paz

Print Name: Regis Barbon

CITY OF MIAMI BEACH, FLORIDA

By: _____
Philip Levine
Mayor

ATTEST

By: _____ 9/2/15
City Clerk

Approved for form and legal sufficiency

By: _____
City Attorney

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 2 day of September, 2015, by Philip Levine, as Mayor of City of Miami Beach Who is personally known to me or who produced _____ as identification.

_____
Notary Public
Commission Number:_____

Commission Expires:_____

LILIA CARDILLO
MY COMMISSION # FF 155322
EXPIRES: August 27, 2018
Bonded Thru Notary Public Underwriters

LESSEE

Print Name: Robert Goodman

By: _____
John C. Portman, III

Print Name: Neal Kamin

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 2nd day of September, 2015, by John C. Portman, III, as President of Portman Miami Beach, LLC Who is personally known to me or who produced _____ as identification.

Yamilex Morales
Notary Public
Commission Number:_____
Commission Expires:_____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

YAMILEX MORALES
Notary Public - State of Florida
My Comm. Expires Mar 16, 2017
Commission # EE 875428
Bonded Through National Notary Assn.

EXHIBIT "A"
ACCEPTABLE OWNER DEFINITION

A. "Acceptable Owner" means any individual, corporation or other entity which has, at a minimum, the following qualifications:

1. Neither the proposed transferee nor any Persons with an ownership interest in the proposed transferee shall, directly or indirectly, own, operate or manage a Gaming Establishment in Miami-Dade County, Florida; provided, however, that the foregoing restriction shall not prevent a proposed transferee who otherwise qualifies as an Acceptable Owner from so qualifying if all Persons owning or Controlling such proposed transferee, own or control in the aggregate five percent (5%) or less of the voting securities of any owner, operator or manager of a Gaming Establishment in Miami-Dade County, Florida.

2. The proposed transferee is not a Foreign Instrumentality other than a member country of the European Union or the Gulf Cooperation Council, each as existing on the Effective Date, Canada, Mexico, countries located in South America, Japan, South Korea, Singapore and Australia, or a Person Controlled by any of the foregoing countries.

3. The proposed transferee must not be owned, or Controlled by entities or individuals who have been convicted, or are presently under indictment, for felonies under the laws of any foreign or United States of America jurisdiction. But the foregoing shall not apply to individuals or entities owning less than a ten percent (10%) equity interest in the proposed transferee, other than officers, directors, managers or others who have the power to direct and control the business and affairs of the proposed transferee.

4. The proposed transferee must not in its charter or organizational documents (defined as the articles of incorporation and bylaws for any corporation, the partnership agreement and partnership certificate for any partnership, the articles of organization and limited liability company operating agreement for any limited liability company, the trust agreement for any trust and the constitution of the relevant government for any governmental entity, but expressly excluding any statements, positions, actions or allegations not contained in such charter organizational documents) expressly advocate or have as its stated purpose: (a) the violent overthrow of or armed resistance against, the U.S. government; or (b) genocide or violence against any persons; or (c) discrimination, hatred or animosity toward persons based solely on their race, creed, color, sex or national origin.

5. A proposed transferee of the entire Hotel Project or of a direct or indirect Controlling ownership interest in Lessee (each, a "Proposed Major Transferee"), or an Affiliate of such Proposed Major Transferee Controlling such Proposed Major Transferee or Person with an ownership interest in such Proposed Major Transferee Controlling such Proposed Major Transferee, must be a Person that generally invests in commercial real estate projects and has sufficient financial resources, including access to debt financing, as may be necessary to conclude the proposed acquisition and to perform the obligations of Lessee in accordance with this Lease (or if a transfer of a direct or indirect Controlling ownership in Lessee, that Lessee has such financial resources), in a manner consistent with the Hotel Standards.

6. A Proposed Major Transferee shall have no outstanding material violations of any applicable law against such Proposed Major Transferee, or any hotel or other property owned or managed by such Proposed Major Transferee, within Florida, which have remained uncured for more than ninety (90) days after such Proposed Major Transferee has

knowledge of such violation unless such violation is being contested in good faith so long as the Proposed Major Transferee is able to continue operating such hotel or other property while such matter is being contested. A material violation of applicable law means that the Proposed Major Transferee would be subject to any of the following if found guilty of such violation, or if such violation remains uncured after any applicable period for curing such violation in the statutory or regulatory scheme describing such violation: (i) prohibition from continuing to operate such hotel or other property for any period of time, (ii) loss of such hotel or other property, or (iii) a penalty in excess of $3 million (adjusted annually for inflation pursuant to Section 14.20 hereof).

7. A Proposed Major Transferee must not (nor any of the individuals or entities who own at least a ten percent (10%) equity interest in such Proposed Major Transferee or are officers, directors, managers or otherwise have the power to direct and control the business and affairs of such Proposed Major Transferee) have filed or been discharged from bankruptcy, or have been the subject of an involuntary bankruptcy, reorganization or insolvency proceedings within the past five (5) years (bankruptcy filings by Affiliates shall not disqualify a Proposed Major Transferee, unless such Affiliates are any of the individuals or entities described in the parenthetical immediately above).

B. "Acceptable Owner Criteria": The foregoing seven (7) categories of requirements set forth in paragraph A above are collectively defined as the "Acceptable Owner Criteria."

C. Evaluation of the Acceptable Owner Criteria:

Solely for the purpose of evaluating whether the proposed transferee has met the seven (7) criteria set forth above, the proposed transferee shall provide the following information to the Lessee and certify that the information provided by the proposed transferee is true and correct and that the proposed transferee meets or exceeds the Acceptable Owner Criteria:

1. solely with respect to a Proposed Major Transferee, information sufficient for the City or any outside vendor engaged by the City to perform a due diligence investigation pursuant to paragraph D below, including copies of any applicable operating licenses;

2. solely with respect to a Proposed Major Transferee, certified financial statements reflecting such Proposed Major Transferee's financial ability to meet the obligations and requirements of Lessee under this Lease;

3. solely with respect to a Proposed Major Transferee, a list of four (4) persons or firms with whom the principals of such Proposed Major Transferee have conducted business transactions during the past three (3) years. At least two (2) of those references must have knowledge of such Proposed Major Transferee's debt payment history;

4. solely with respect to a Proposed Major Transferee, identification of the hotels owned or managed by such Proposed Major Transferee or its Affiliates or principals;

5. solely with respect to a Proposed Major Transferee, the resume of such Proposed Major Transferee, senior executives, and other key employees thereof, including identification of and duration, of hotel ownership experience;

6. solely with respect to a Proposed Major Transferee, a list of all bankruptcies filed by such Proposed Major Transferee or to which such Proposed Major Transferee was a party-bankrupt, if any;

7. a list of all pending litigation, liens or claims in which the proposed transferee is currently involved which are not covered by insurance and which, if adversely determined would exceed the amount of $250,000 (as adjusted for inflation over the Term pursuant to Section 14.20 hereof); and

8. such other evidence as is commercially reasonably necessary to establish that the new entity proposed to be the Acceptable Owner meets the Acceptable Owner Criteria.

D. With respect to any proposed Transfer to a Proposed Major Transferee, City may, at its sole discretion, engage an outside vendor to perform a due diligence investigation at the Lessee's or such Proposed Major Transferee's sole expense, which may include a search of civil, criminal, or bankruptcy proceedings in federal and state jurisdictions; regulatory filings; tax filings; lien, judgment and Uniform Commercial Code searches; business registrations, and the like. City shall be entitled to engage an independent accounting firm, the reasonable costs of which shall be borne by Lessee or such Proposed Major Transferee, to review the information upon which the Proposed Major Transferee's certifications were based, for the purpose of determining whether the certifications and/or information provided to the City is accurate and complete. Lessee shall, or shall cause such Proposed Major Transferee to, reimburse City, upon demand, for any reasonable costs incurred by City in connection with such Transfer or proposed Transfer to a Proposed Major Transferee, including the reasonable out-of-pocket costs of making inquiries and investigations into the conformance with the Acceptable Owner Criteria of such Proposed Major Transferee and the reasonable legal costs incurred, if any, in connection therewith.

E. Confirmation/Approval Process for Proposed Transferees:

Regarding the City's confirmation that a proposed transferee is an Acceptable Owner, or the City's approval of a Transfer that is not a Permitted Transfer, the parties hereby agree that:

1. The City Manager shall rely solely on the proposed transferee's certification that the proposed transferee meets the Acceptable Owner Criteria (if a Permitted Transfer), along with the information provided by the proposed transferee and with respect to any Proposed Major Transferee, the results of any due diligence investigation performed by the City.

2. The City Manager shall not unreasonably withhold the City's confirmation if the proposed transferee complies with the Acceptable Owner Criteria.

3. The City Manager shall not unreasonably withhold the City's Approval of a Transfer that is not a Permitted Transfer, except that with respect to a Transfer to a Foreign Instrumentality (other than a member country of the European Union or the Gulf Cooperation Council, each as existing on the Effective Date, Canada, Mexico, countries located in South America, Japan, South Korea, Singapore and Australia or Persons Controlled by any of the foregoing countries), such Transfer shall be subject to the prior written approval of the City

Commission, which may be granted, conditioned or withheld by the City Commission in its sole discretion; and

4. If a proposed Transfer requires the City's confirmation or Approval, Lessee shall deliver written notice to the City, which shall include (i) the name and address of the proposed transferee; (ii) the name and address of the proposed transferor; (iii) information describing the nature of the transaction; (iv) the percentage interest being conveyed; and (iv) the materials described in paragraph C above.

5. The City Manager shall have up to forty-five (45) days after the delivery of such written notice and the information required under paragraph C above, to determine whether, on a commercially reasonable basis, the proposed transferee meets the Acceptable Owner Criteria if a Permitted Transfer, or to Approve in accordance herewith a Transfer if not a Permitted Transfer.

6. Provided that no Event of Default is then continuing, Lessee's request for confirmation or Approval shall be deemed confirmed or Approved if (i) the first correspondence from Lessee to the City requesting such confirmation or Approval is in an envelope marked "PRIORITY" and contains a bold-faced, conspicuous (in a font size that is not less than fourteen (14)) legend at the top of the first page thereof stating that "FIRST NOTICE: THIS IS A REQUEST FOR CONFIRMATION OR APPROVAL UNDER SECTION 5.4 OF THE DEVELOPMENT AND GROUND LEASE AGREEMENT, DATED SEPTEMBER 2, 2015, AND FAILURE TO RESPOND TO THIS REQUEST WITHIN FORTY-FIVE (45) DAYS MAY RESULT IN THE REQUEST BEING DEEMED GRANTED", and is accompanied by the information and documents required above, and any other information reasonably requested by City in writing prior to the expiration of such forty-five (45) day period in order to adequately review the same has been delivered; and (ii) if City fails to respond or to deny such request for confirmation or Approval in writing within the first thirty (30) days of such forty-five (45) day period, a second notice requesting confirmation or Approval is delivered to City from Lessee in an envelope marked "PRIORITY" containing a bold-faced, conspicuous (in a font size that is not less than fourteen (14)) legend at the top of the first page thereof stating that "SECOND AND FINAL NOTICE: THIS IS A REQUEST FOR CONFIRMATION OR APPROVAL UNDER SECTION 5.4 OF THE DEVELOPMENT AND GROUND LEASE AGREEMENT, DATED SEPTEMBER 2, 2015. IF YOU FAIL TO PROVIDE A SUBSTANTIVE RESPONSE (E.G., CONFIRMATION, APPROVAL, DENIAL OR REQUEST FOR CLARIFICATION OR MORE INFORMATION) TO THIS REQUEST FOR CONFIRMATION OR APPROVAL IN WRITING WITHIN FIFTEEN (15) DAYS, YOUR CONFIRMATION OR APPROVAL SHALL BE DEEMED GIVEN" and City fails to provide a substantive response to such request for confirmation or Approval within such final fifteen (15) day period. Any Transfer shall be subject to the deemed Approval provisions set forth above in this subparagraph E.6, provided, however, that the City Commission shall have sixty (60) days after receipt of written notice from Lessee of any proposed Transfer to a Foreign Instrumentality (other than a member country of the European Union or the Gulf Cooperation Council, each as existing on the Effective Date, Canada, Mexico, countries located in South America, Japan, South Korea, Singapore and Australia or Persons Controlled by any of the foregoing countries), to approve or disapprove of such proposed Transfer, and if the City has not notified Lessee, in writing, of the City Commission's approval of such Transfer within such sixty (60) day period, then such Transfer shall be deemed approved.

7. If the City notifies Lessee, in writing, within such forty-five (45)-day period, that the information submitted is, on a commercially reasonable basis, incomplete or insufficient (and specifies in what ways it is incomplete or insufficient), then Lessee shall supplement such

information, on a commercially reasonable basis, and the City Manager (or City Commission, with respect to Transfers to Foreign Instrumentalities requiring City Commission approval) shall have twenty (20) days after such supplemental information is provided to make its determination whether the proposed transferee meets the Acceptable Owner Criteria or to Approve a Transfer that is not a Permitted Transfer.

8. If the City Manager does not confirm that the proposed transferee does not meet the Acceptable Owner Criteria or disapproves a Transfer that is not a Permitted Transfer, the City Manager shall provide to Lessee specific written, commercially reasonable reasons for such action. The failure to object to the proposed transferee or Transfer within either of the two time periods set forth above shall be deemed to be the confirmation by the City of the proposed transferee as an Acceptable Owner or Approval of the proposed Transfer, except with respect to a proposed Transfer to a Foreign Instrumentality (other than a member country of the European Union or the Gulf Cooperation Council, each as existing on the Effective Date, Canada, Mexico, countries located in South America, Japan, South Korea, Singapore and Australia or Persons Controlled by any of the foregoing countries), which the City Commission must expressly approve in writing, as provided above, in order for such Transfer to be effective.

9. Any entity approved as an Acceptable Owner must meet the Acceptable Owner Criteria set forth in subparagraphs A.1., A.3. and A.4. above throughout its service as an Acceptable Owner hereunder, subject to notice and cure rights as provided in the Lease.

10. No confirmation by the City of a proposed transferee as an Acceptable Owner or its meeting of the Acceptable Owner Criteria shall have the effect of waiving or estopping the City from later claiming that said Acceptable Owner is no longer operating or maintaining the Hotel Project according to the terms of this Lease.

F. Interpretation:

1. All acts and omissions as well as rights and duties shall be done in a commercially reasonable manner, unless the standard of "sole discretion" is used.

2. The implied covenant of good faith and fair dealing under Florida law is expressly adopted.

EXHIBIT "B"

HOTEL STANDARDS DEFINITION

The Lessee shall operate the Hotel, or cause for the Hotel to be operated, so that (with the requirements in paragraphs A, B and C being the "Hotel Standards"):

A. it meets a sufficient number of the standards then required to be able to obtain a four-diamond rating from the American Automobile Association ("AAA"); or

B. if at any time during the Term of this Lease either such rating system is discontinued or the standards for such rating system is materially changed, the Parties shall mutually and reasonably agree to substitute an alternate rating system that is most nearly equivalent to the discontinued or changed rating system.

C. Notwithstanding the foregoing, Lessee shall be deemed to have satisfied the Hotel Standards as long as it is operating the Hotel Project (or causing the Hotel Project to be operated) in a manner substantially similar to the operation of the following convention center hotels as of the Effective Date: Hilton Americas-Houston, Hilton Orlando, Marriott Marquis Washington DC, San Francisco Marriott Marquis, Hyatt Regency Orlando, Hyatt Regency Denver at the Colorado Convention Center, The Westin Charlotte, and the Sheraton Chicago Hotel and Towers and the Loews Miami Beach or any convention center hotel of a similar size and purpose as the Hotel operated by an Approved Brand.

The Lessee does not have to actually obtain the AAA four-diamond or equivalent rating. But, it must be able to meet the standards for obtaining it.

If the Lessee elects, in its sole discretion, not to obtain that rating, the City shall have the right once every thirty-six (36) months to require the Lessee to retain a hotel consultant proficient in the AAA Diamond ratings and with at least ten (10) years' experience in the hotel industry to produce a report within sixty (60) days of the City's request that states the Hotel does or does not meet the Hotel Standards.

The City has the right to accept or reject the report. If it rejects the report, the City shall retain its own hotel consultant proficient in the AAA Diamond ratings who shall also have at least ten (10) years' experience in the hotel industry. That consultant shall produce a report at any time explaining in commercially reasonable detail why the report by the Lessee's hotel consultant is or is not correct.

After the City's hotel consultant's report is delivered to the Lessee, the City and Lessee shall not take any formal action for thirty (30) days. They may elect to discuss or mediate the matter during that period of thirty (30) days.

At the end of that period of time, if the City does not agree that the Hotel is being operated in accordance with the Hotel Standards, then the matter may be resolved in accordance with Section 7.8, using a mediator with substantial experience in the hotel industry.

In the event of a determination that the Hotel Standards are not being met, Lessee shall have six (6) months within which to take the necessary action to cause the Hotel to be operated in accordance with the Hotel Standards.

EXHIBIT "C"

BUDGETED IMPROVEMENT COSTS
Hotel Project Costs

Soft Costs

Design Architect	$	13,551,938
Landscape Architect	$	Included Above
Other Architectural	$	Included Above
Traffic Engineer	$	Included Above
Civil Engineer	$	Included Above
Misc. Consultants	$	1,033,500
Legal and Administrative	$	1,000,000
Real Estate Taxes	$	4,193,084
Developers Fee	$	22,424,772
Building Permits	$	11,120,197
Insurance - Builders Risk	$	3,545,741
Pre- Opening Expense	$	6,680,000
Working capital	$	800,000
Sewer/Water Hook Up	$	85,000
Art in Public Places	$	3,643,386
Other	$	1,282,702
Soft Cost Contingency	$	20,272,520
Total Soft Cost	$	89,632,940
Financing		
Loan/Equity fees	$	11,344,436
Construction Period Interest	$	9,256,783
Operating Interest Reserve	$	11,503,442
	$	32,104,661

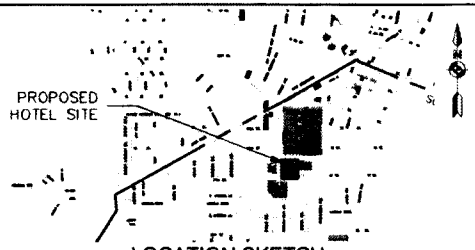
Construction Costs

Construction Cost Hotel	$	235,880,136
Skybridge	$	1,800,000
Construction Contingency	$	Included Above
Payment & Performance Bonds	$	2,084,913
FF&E	$	24,683,024
OS&E	$	19,264,725
Total Construction Cost	$	283,712,798
Total Project Costs	$	405,450,398

EXHIBIT "D"

LEGAL DESCRIPTION OF HOTEL SITE

(see next two (2) pages)



LOCATION SKETCH
(NTS)

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IS SECTION 34, TOWNSHIP 53 SOUTH, RANGE 42 EAST, CITY OF MIAMI BEACH, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 22, ACCORDING TO THE AMENDED PLAT OF GOLF COURSE SUBDIVISION, OF THE ALTON BEACH REALTY COMPANY, AS RECORDED IN PLAT BOOK 2, PAGE 26, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. THENCE N88°01'48"E, ALONG THE EASTERLY PROLONGATION OF THE NORTHERLY RIGHT OF WAY LINE OF 17TH STREET SAID RIGHT OF WAY BEING 70 FEET IN WIDTH AS SHOWN ON SAID PLAT, A DISTANCE 354.15 FEET; THENCE N01°56'26"W A DISTANCE OF 40.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N01°56'26"W A DISTANCE OF 238.60 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 40.00 FEET, A CHORD WHICH BEARS N43°02'41"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 62.81 FEET, THROUGH A CENTRAL ANGLE OF 88°58'14". THENCE N88°01'48"E A DISTANCE OF 26.33 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUE N88°01'18"E A DISTANCE OF 297.49 FEET; THENCE S01°56'26"E, TO THE INTERSECTION WITH THE EASTERLY PROLONGATION OF SAID NORTHERLY RIGHT OF WAY OF 17TH STREET, A DISTANCE OF 318.60 FEET; THENCE S88°01'48"W, ALONG SAID RIGHT OF WAY PROLONGATION, A DISTANCE OF 323.73 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 40.00 FEET, A CHORD WHICH BEARS N46°57'48"W. THENCE NORTHWESTERLY ALONG THE ARC SAID CURVE A DISTANCE OF 62.85 FEET, THROUGH A CENTRAL ANGLE OF 90°01'46" TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 115,220 SQUARE FEET OR 2.6 ACRES MORE OR LESS.

TOGETHER WITH:

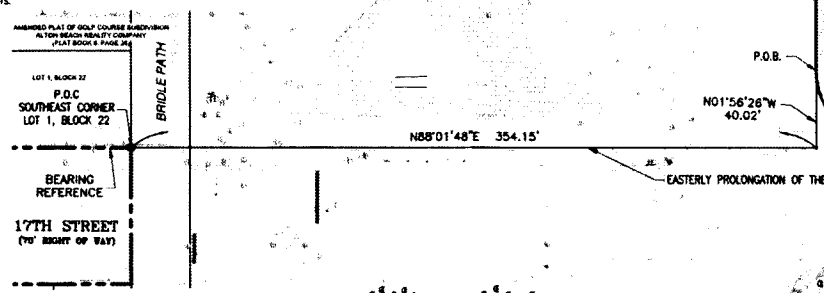
THE FOLLOWING DESCRIBED AIR RIGHTS, THAT SPACE BETWEEN ELEVATION 23.69 AND ELEVATION 52.44 FEET; SAID ELEVATIONS RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D.1988), WHOSE HORIZONTAL LIMITS ARE DEFINED BY THE VERTICAL EXTENSION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

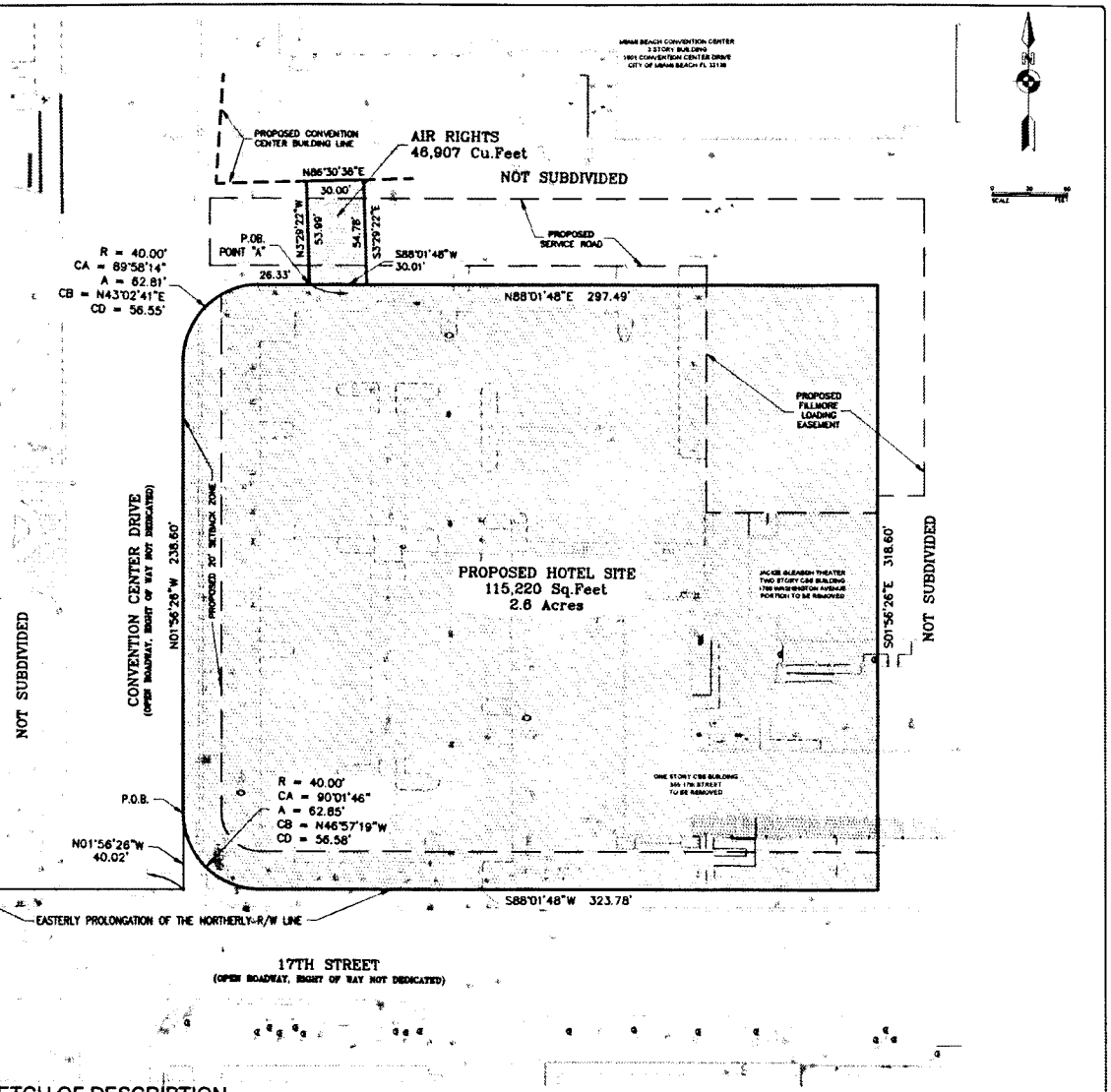
BEGIN AT SAID POINT "A"; THENCE N03°29'22"W A DISTANCE OF 53.98 FEET; THENCE N86°30'38"E A DISTANCE OF 30.00 FEET; THENCE S03°29'22"E A DISTANCE OF 54.78 FEET; THENCE S88°01'48"W A DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING SAID POINT ALSO BEING POINT "A".

THE ABOVE DESCRIBED AIR RIGHTS CONTAINS 46,907 CUBIC FEET.

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. BEARING SHOWN HEREON ARE BASE UPON FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE NAD 1983/90, REFERENCED TO THE NORTHERLY RIGHT-OF-WAY LINE OF 17TH STREET. WHICH IS ASSUMED TO BEAR N88°01'48"E.
3. IMPROVEMENTS SHOWN HEREON ARE FOR GEOGRAPHIC REFERENCE PURPOSES ONLY. THE SKETCH OF DESCRIPTION HAS BEEN INTEGRATED WITH A PORTION OF A TOPOGRAPHIC SURVEY PERFORMED BY AND WITH THE CONSENT OF ITS USE BY BISCAYNE ENGINEERING INC., 529 W. FLAGLER STREET, MIAMI, FLORIDA 33130.
4. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. THE ELEVATIONS OF AIR RIGHTS AND PROPOSED CONVENTION CENTER BUILDING LINE PROVIDED BY FENTRESS ARCHITECTS.





LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R/W	RIGHT OF WAY
R	RADIUS
A	ARC LENGTH
CA	CENTRAL ANGLE
CB	CHORD BEARING
CD	CHORD DISTANCE

BRIAN T. BELLINO DATE
CITY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER NO.4673

SKETCH OF DESCRIPTION

SCALE 1"=30' (24"X36" SHEET)
SCALE 1"=60' (11"X17" SHEET)

MIAMIBEACH
PUBLIC WORKS DEPARTMENT
1700 CONVENTION CENTER DRIVE MIAMI BEACH, FL 33139

NEIGHBORHOOD: CITY CENTER

TITLE: LEGAL DESCRIPTION AND SKETCH OF PROPOSED MIAMI BEACH CONVENTION CENTER HOTEL SITE

CITY MANAGER: JIMMY L. MORALES
DIRECTOR: ERIC T. CARPENTER, P.E.
CITY ENGINEER: BRUCE A. MOWRY, Ph.D., P.E.

ENGINEER OF RECORD
DESIGN ENGINEER
DRAWN BY: L.F.
CHECKER: B.T.B.
SCALE: 1" = 30' / 1" = 60'

CITY SURVEYOR: BRIAN T. BELLINO, P.E.M.

NO	DATE	REVISION	APPD BY
5			
4			
3			
2			
1			

File Path: F:\WORK\EALL\CAD-DWG\PROJECTS\SM\SM-2014 (CC HOTEL SITE)
File Name: SM-2014.1.dwg
Survey Reference
Field Book: N/A Page: N/A Work Order: N/A
Date: 7/21/2015 Sheet: 1 of 1 Drawing: EC-01

Note re: Legal Description on Prior Page: If approved as part of the regulatory Design Review Board/development process, the cantilevered elements on the north property line, depicted in Appendix E of the Lease with respect to the 4th Level of the proposed Hotel, will be included within the legal description for the Leased Property.

EXHIBIT "E"

APPROVED PLANS

(see attached pages)

Exhibit E

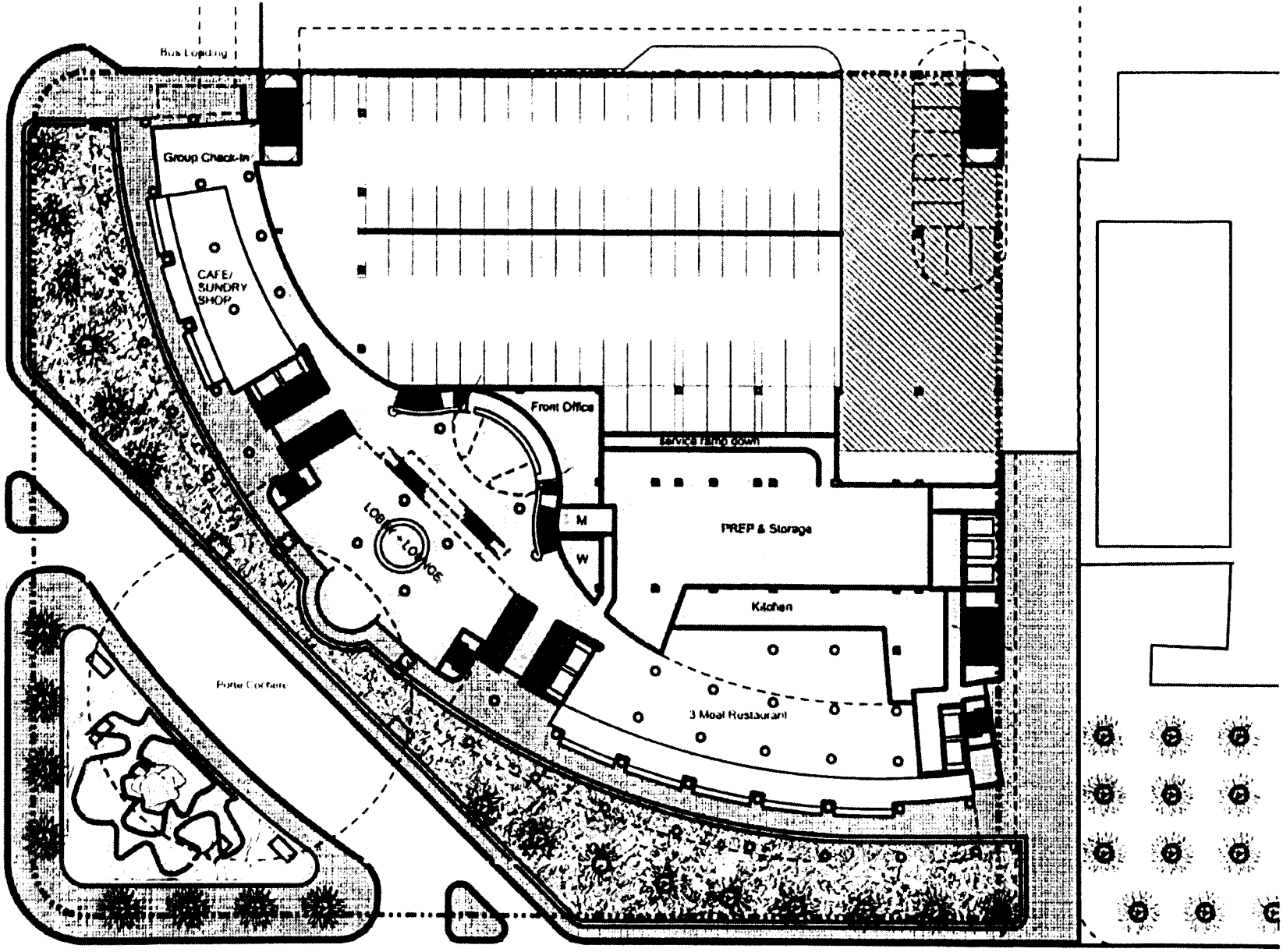

Bus Loading
Group Check-In
CAFE/
SUNDRY
SHOP
Front Office
Service Entry Down
M
W
PREP & Storage
Kitchen
3 Meal Restaurant
Porte Cochere

Exhibit E

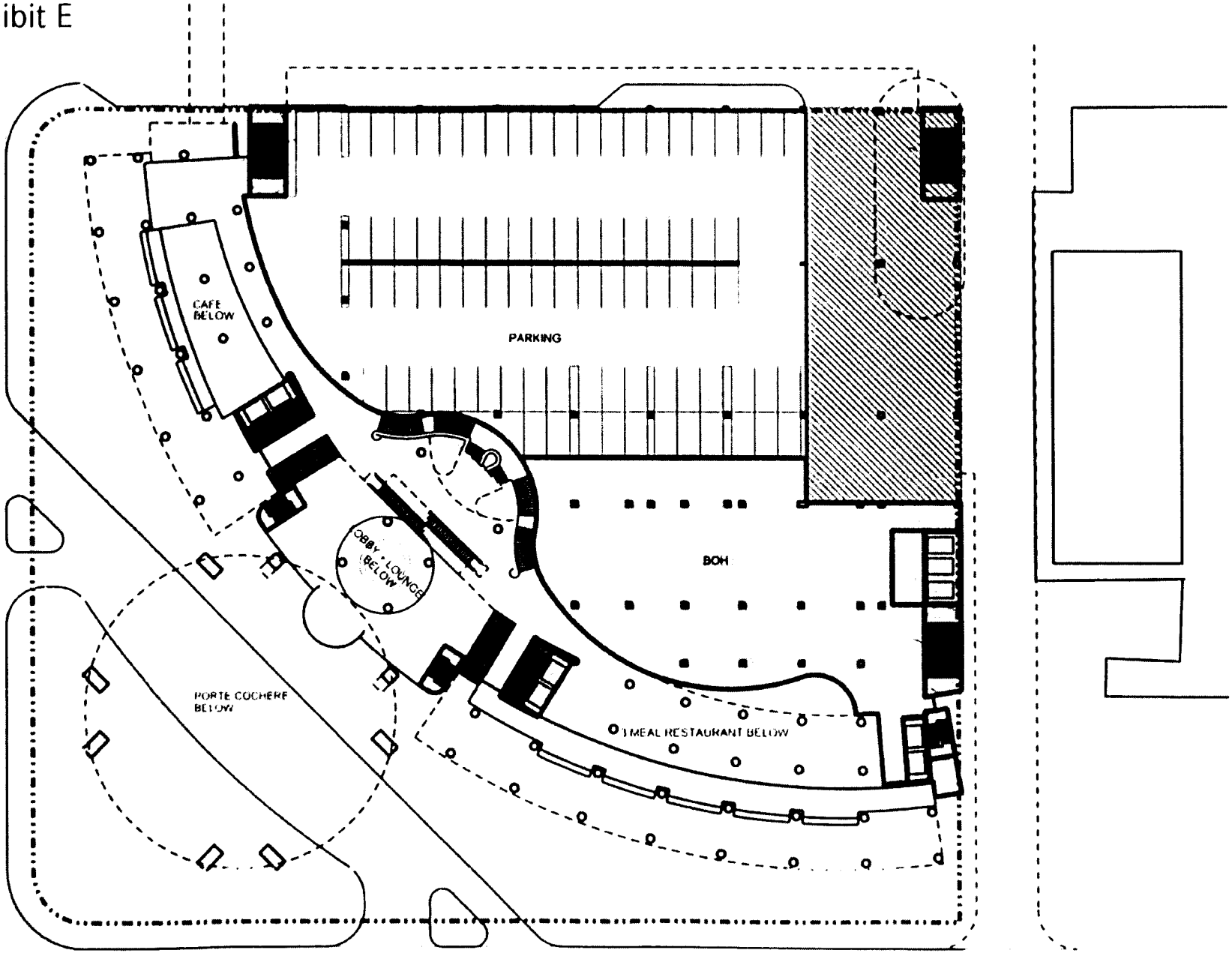
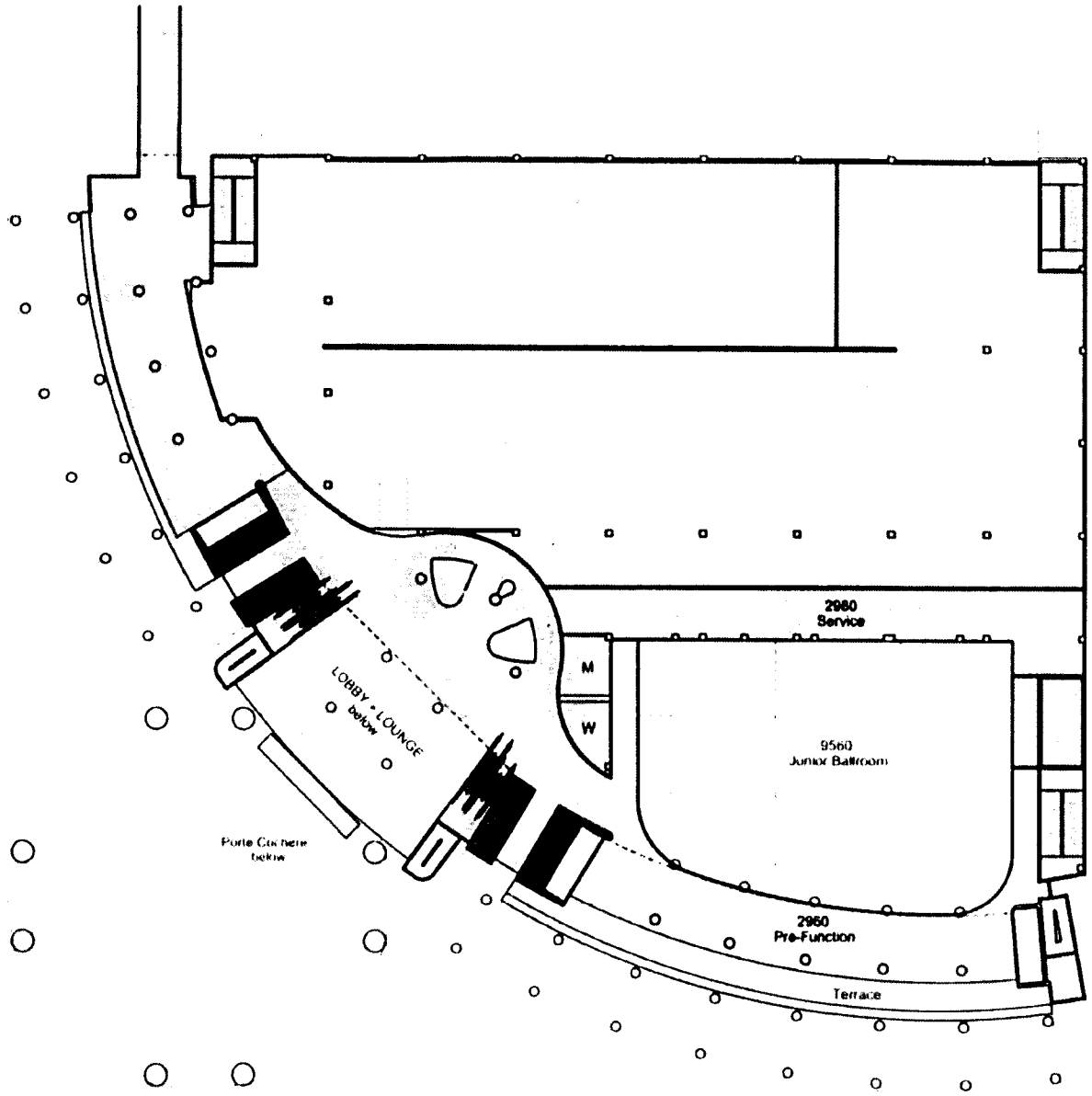

CAFE
BELOW
PARKING
LOBBY - LOUNGE
BELOW
BOH
PORTE COCHERE
BELOW
1 MEAL RESTAURANT BELOW

Exhibit E


2980
Service
M
W
9560
Junior Ballroom
LOBBY - LOUNGE
below
Porte Cochere
below
2960
Pre-Function
Terrace

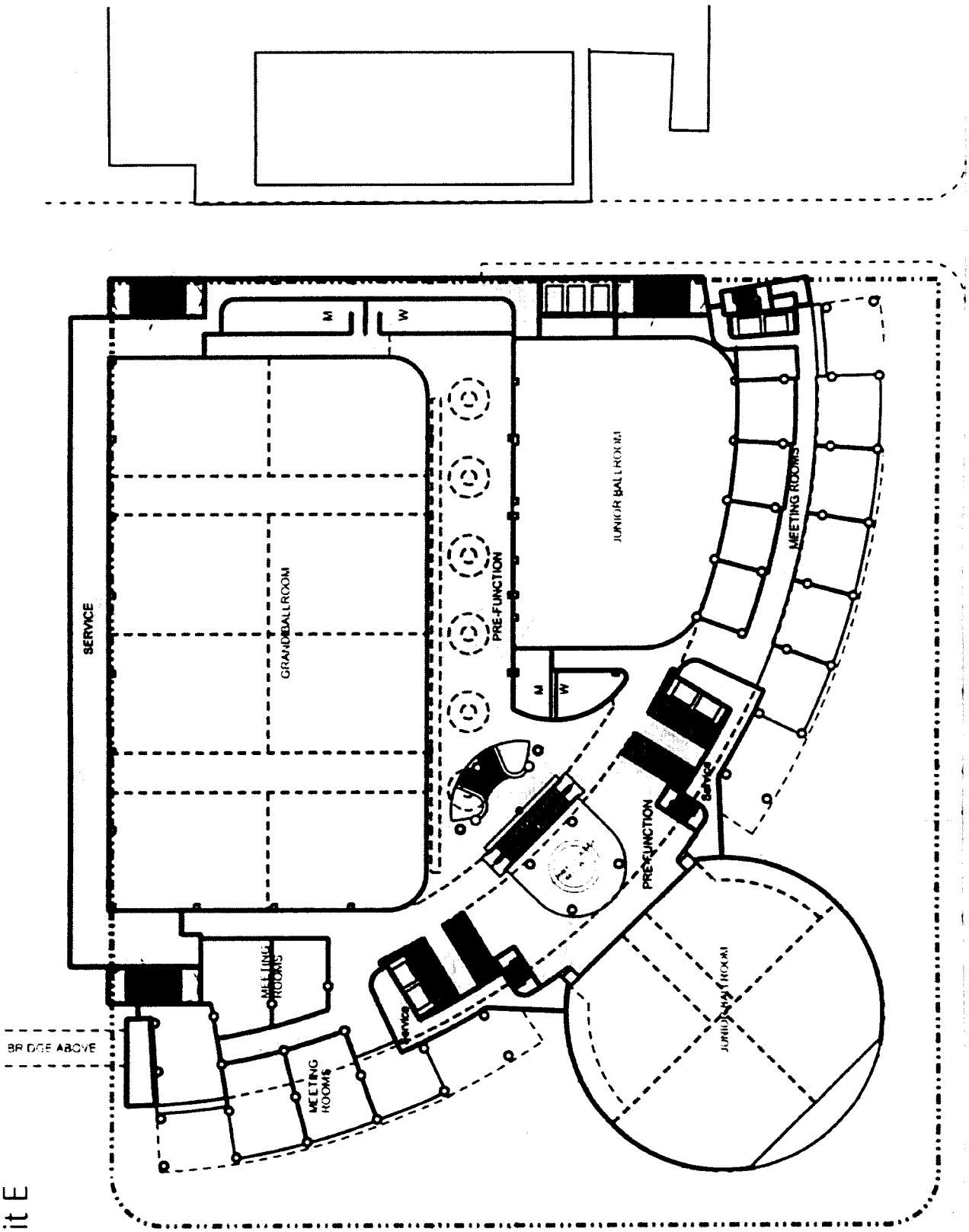

SERVICE
GRAND BALLROOM
PRE-FUNCTION
JUNIOR BALLROOM
MEETING ROOMS
M
W
M
W
PRE-FUNCTION
Service
Service
MEETING ROOMS
MEETING ROOMS
BRIDGE ABOVE

Exhibit E

Exhibit E

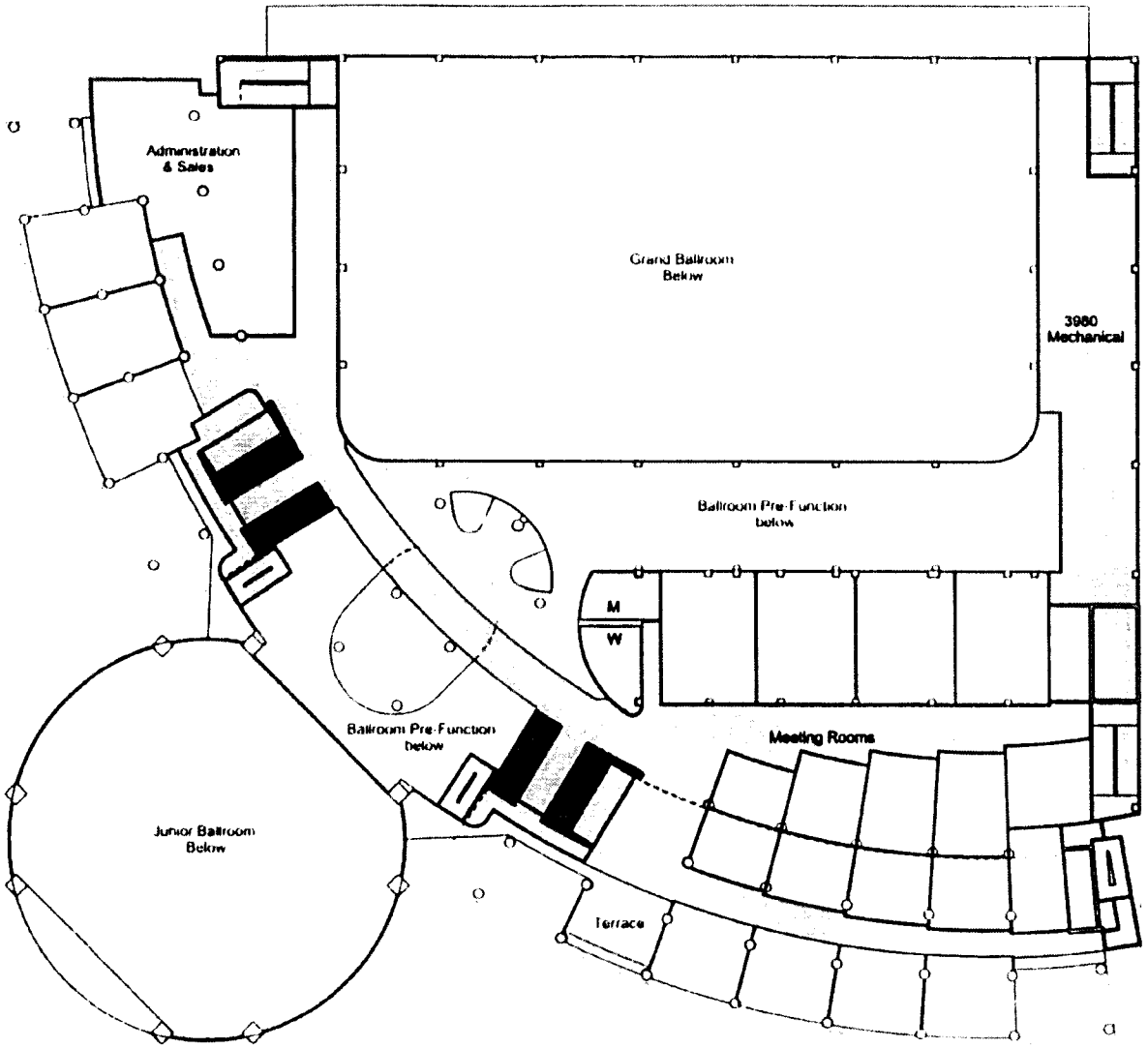
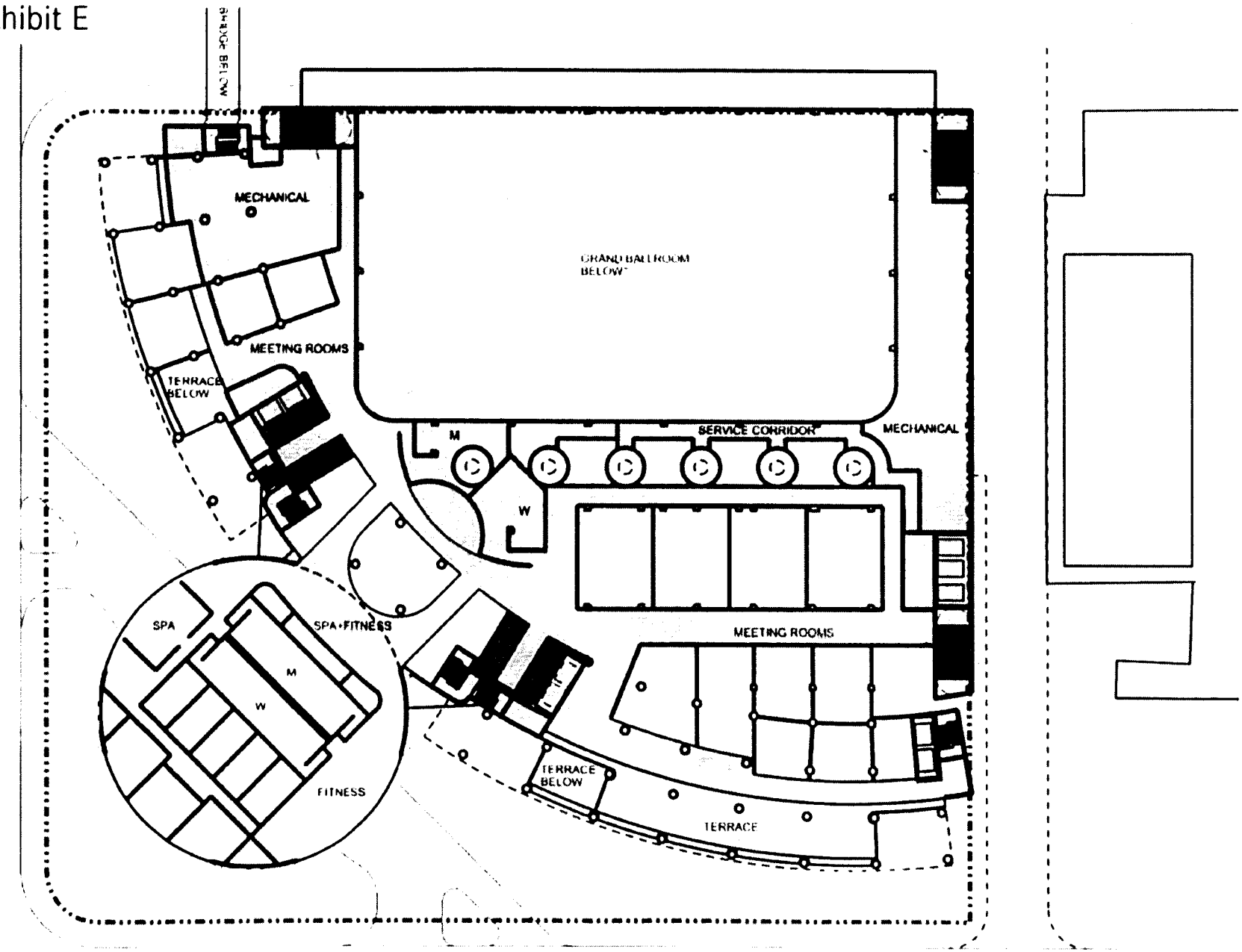

Administration & Sales
Grand Ballroom Below
3980 Mechanical
Ballroom Pre-Function below
M
W
Ballroom Pre-Function below
Meeting Rooms
Junior Ballroom Below
Terrace

Exhibit E


GARAGE BELOW
MECHANICAL
GRAND BALLROOM BELOW
MEETING ROOMS
TERRACE BELOW
M
SERVICE CORRIDOR
MECHANICAL
W
SPA
SPA+FITNESS
M
W
FITNESS
MEETING ROOMS
TERRACE BELOW
TERRACE

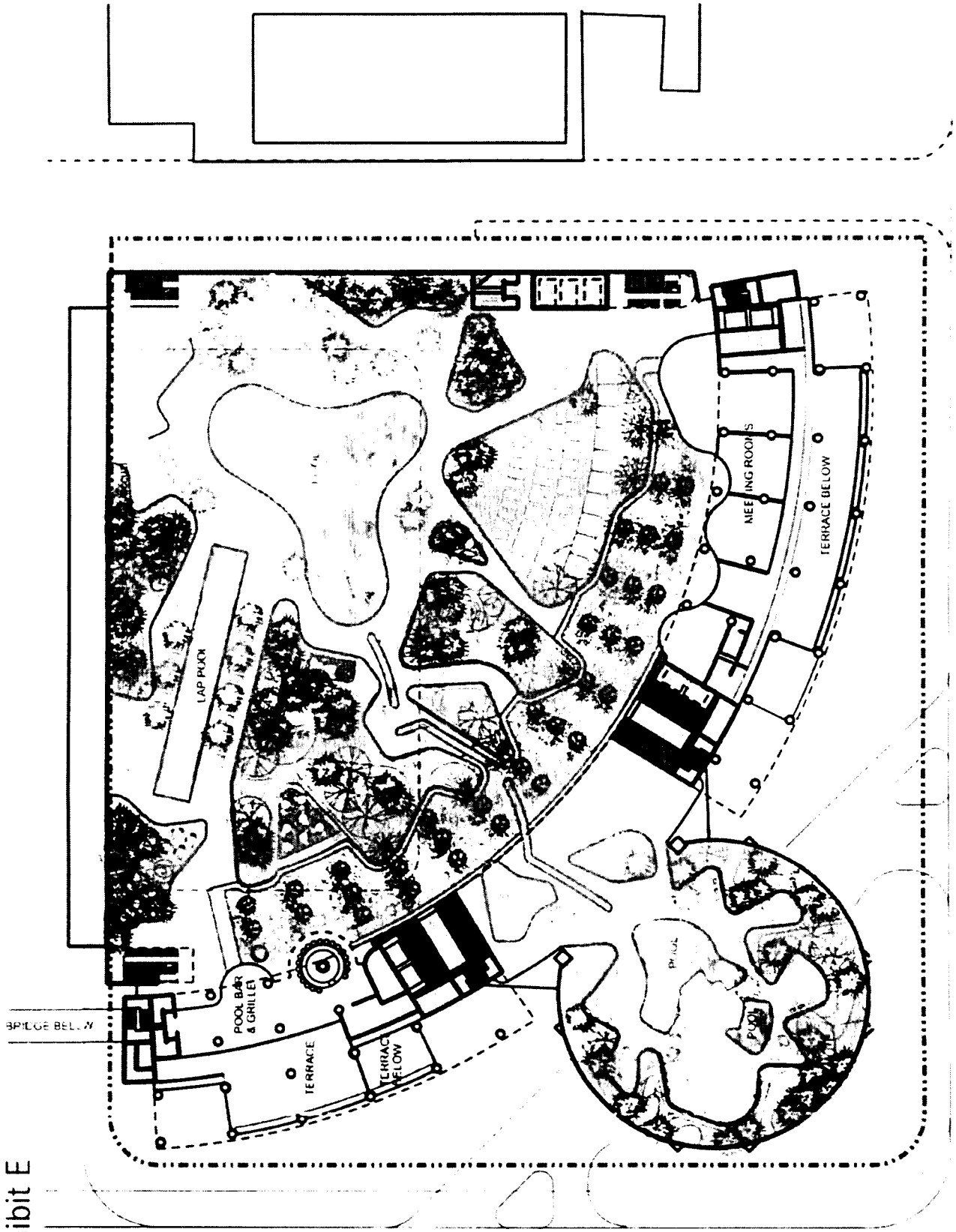

LAP POOL
POOL BAR & GRILLE
TERRACE
TERRACE BELOW
MEETING ROOMS
TERRACE BELOW
POOL

Exhibit E

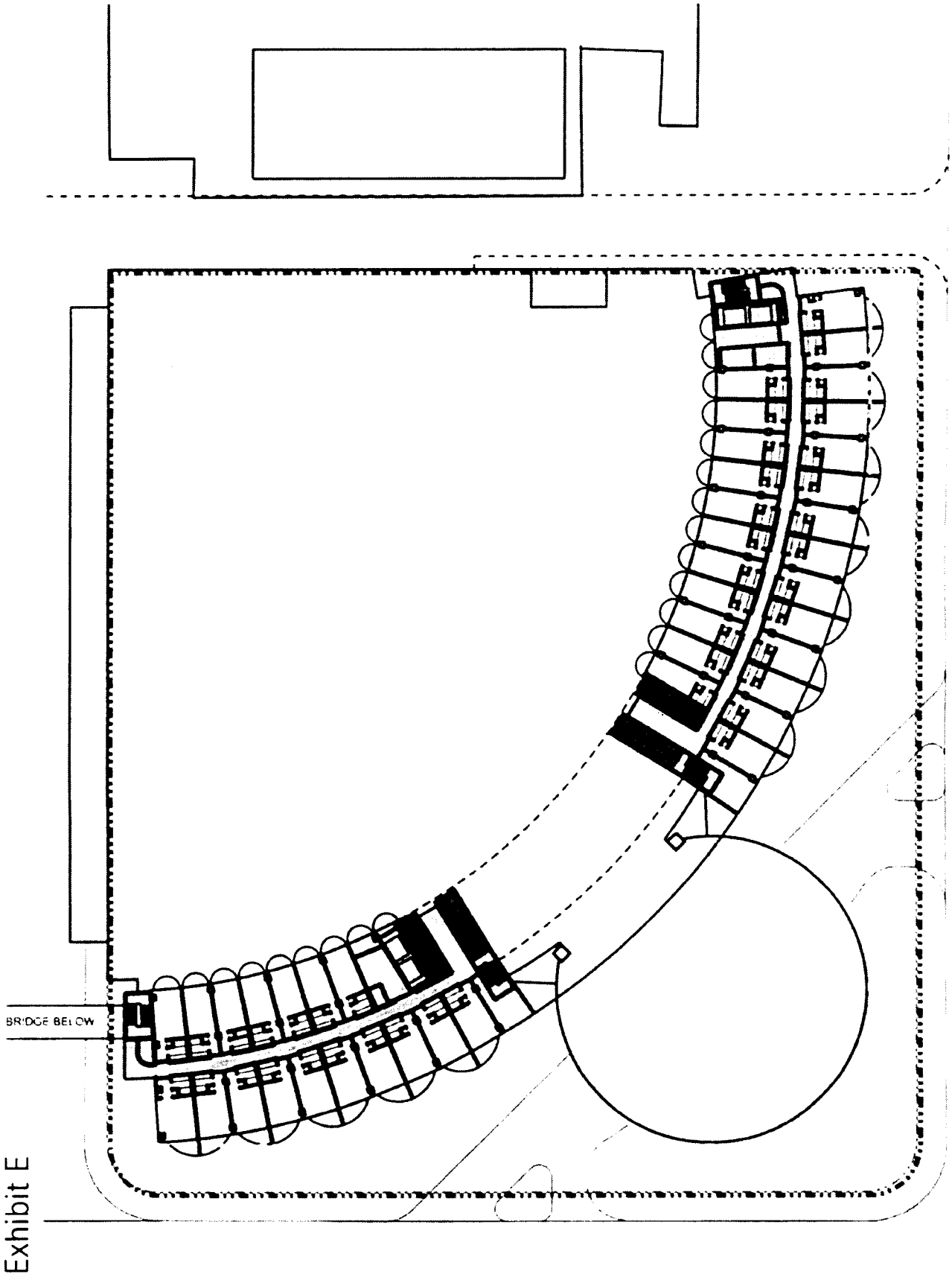
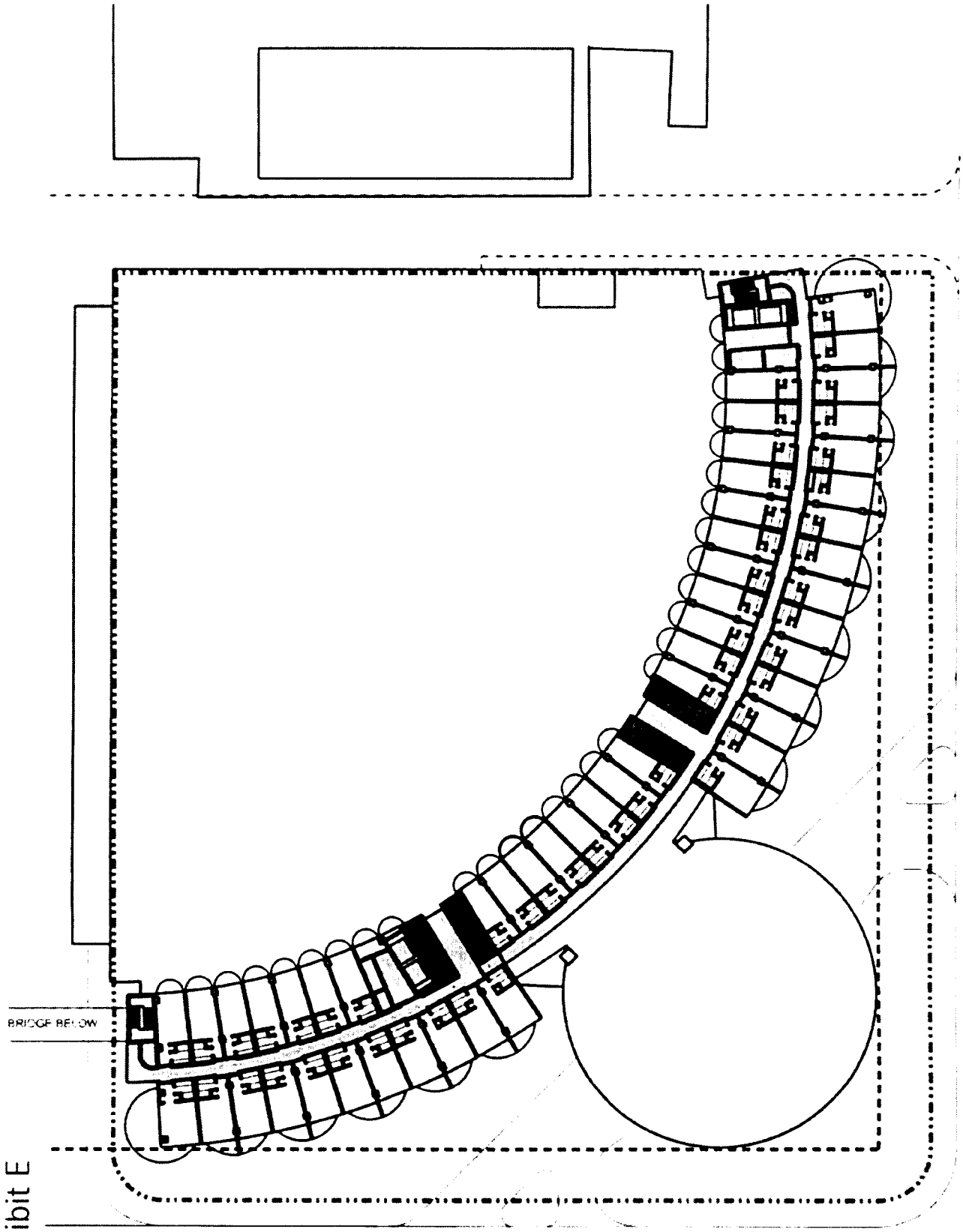


Exhibit E



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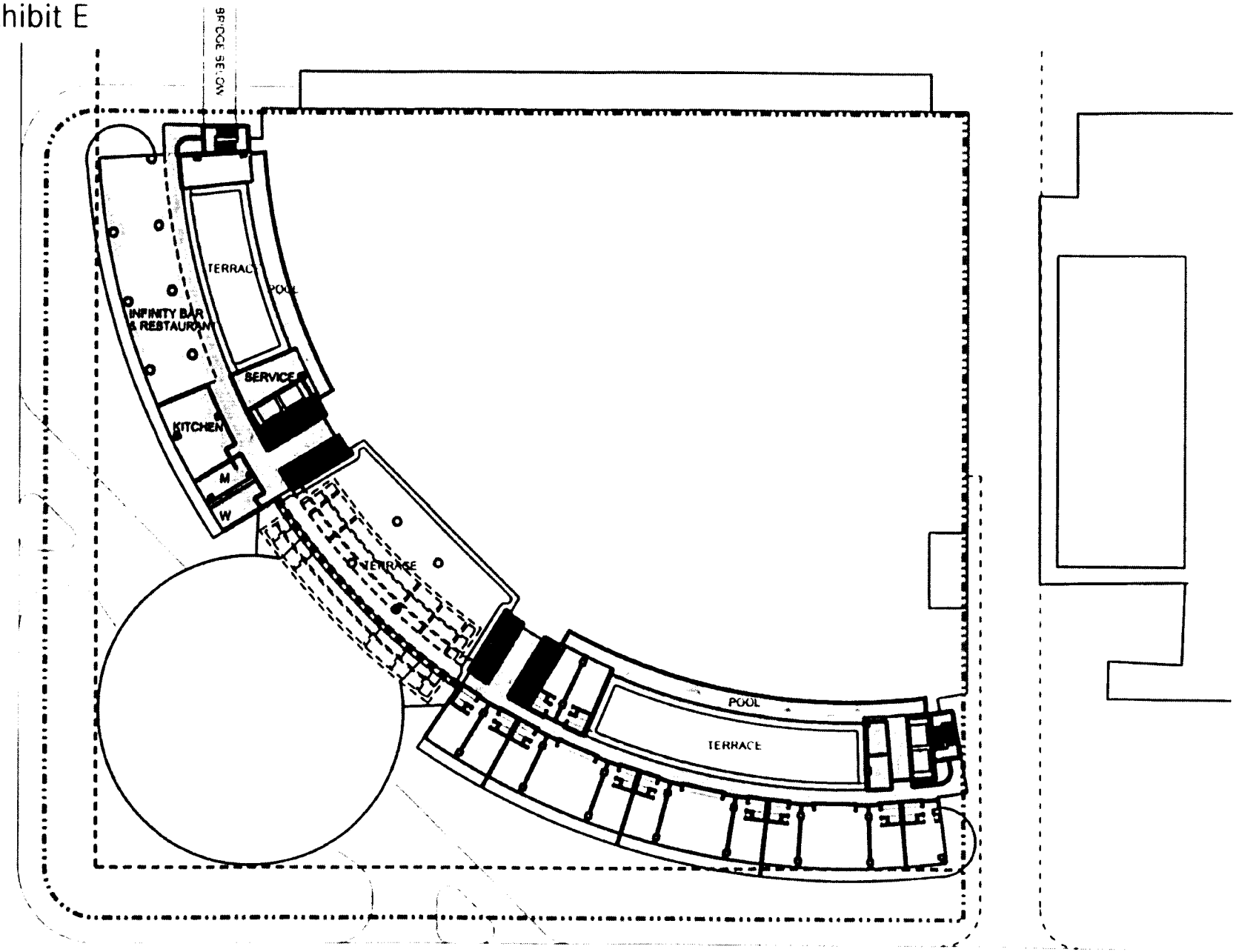
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TERRACE
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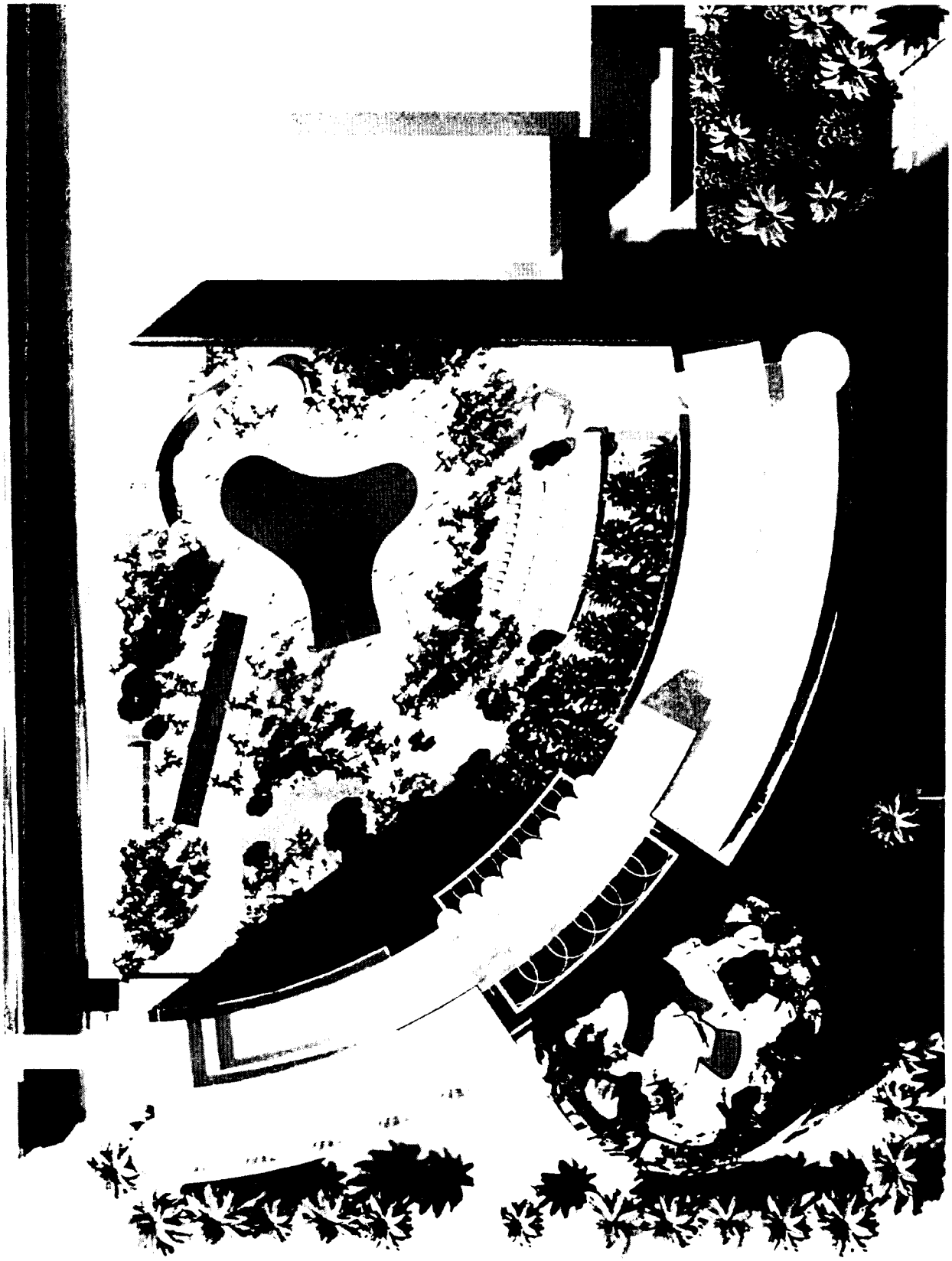

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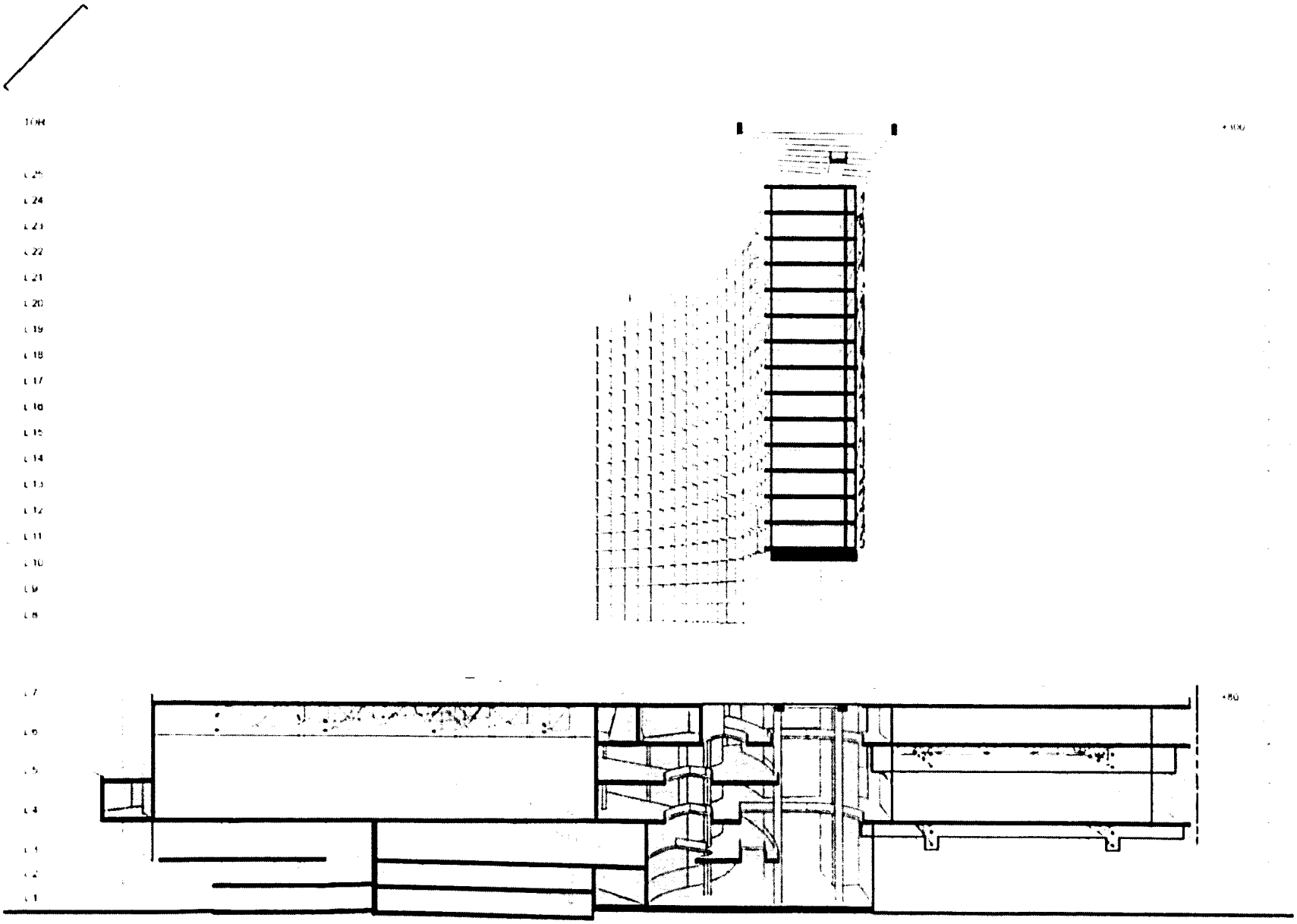

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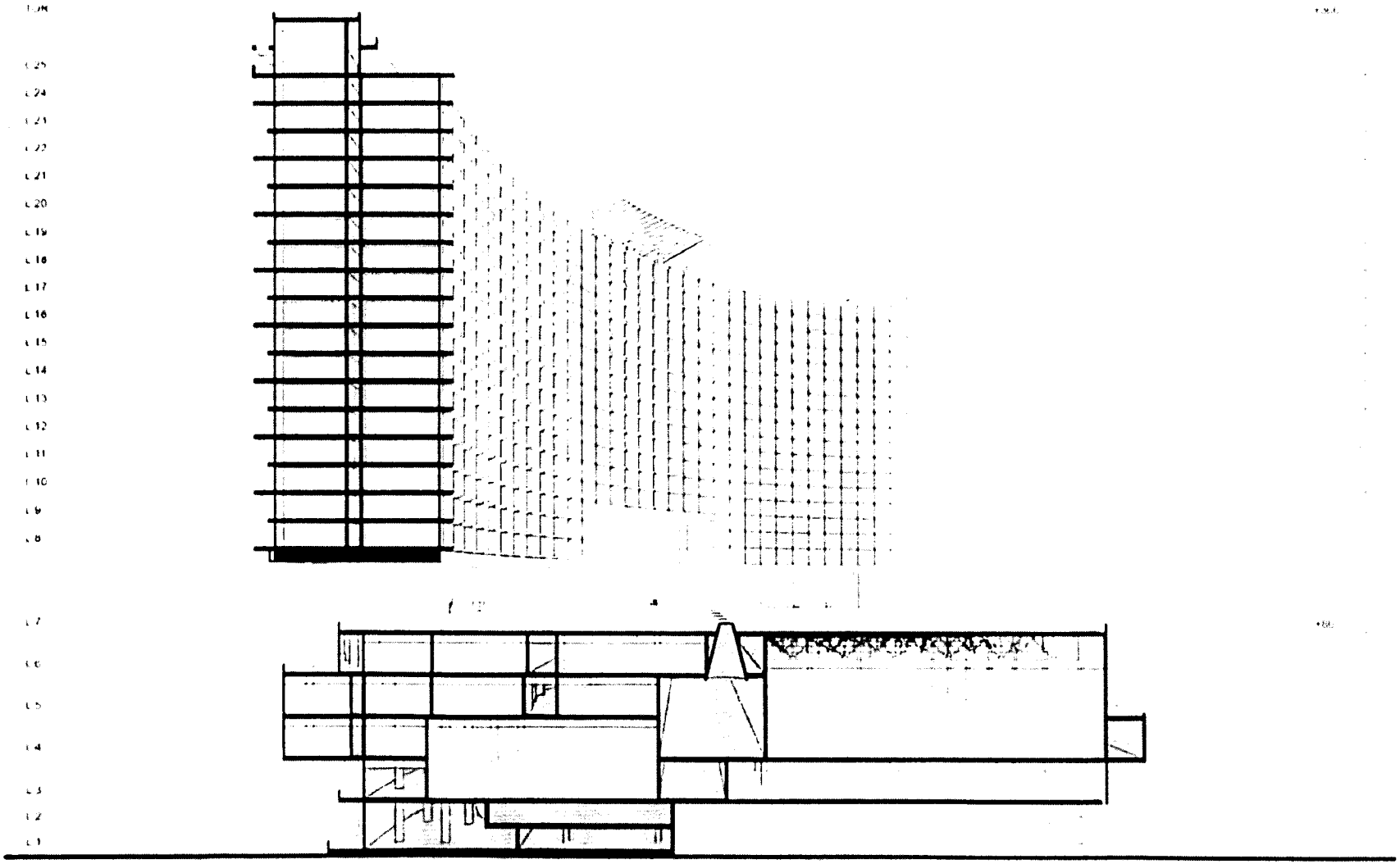

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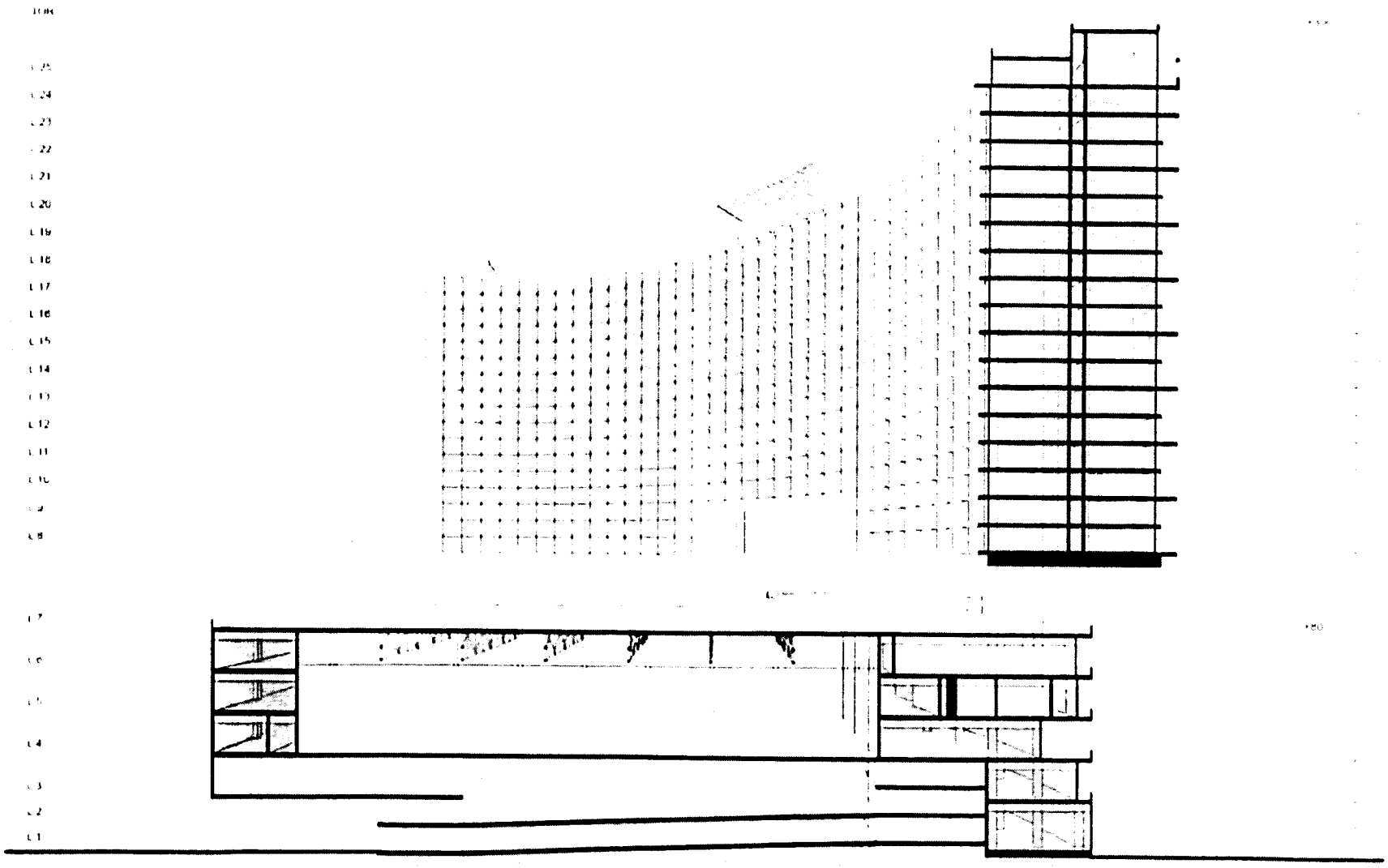

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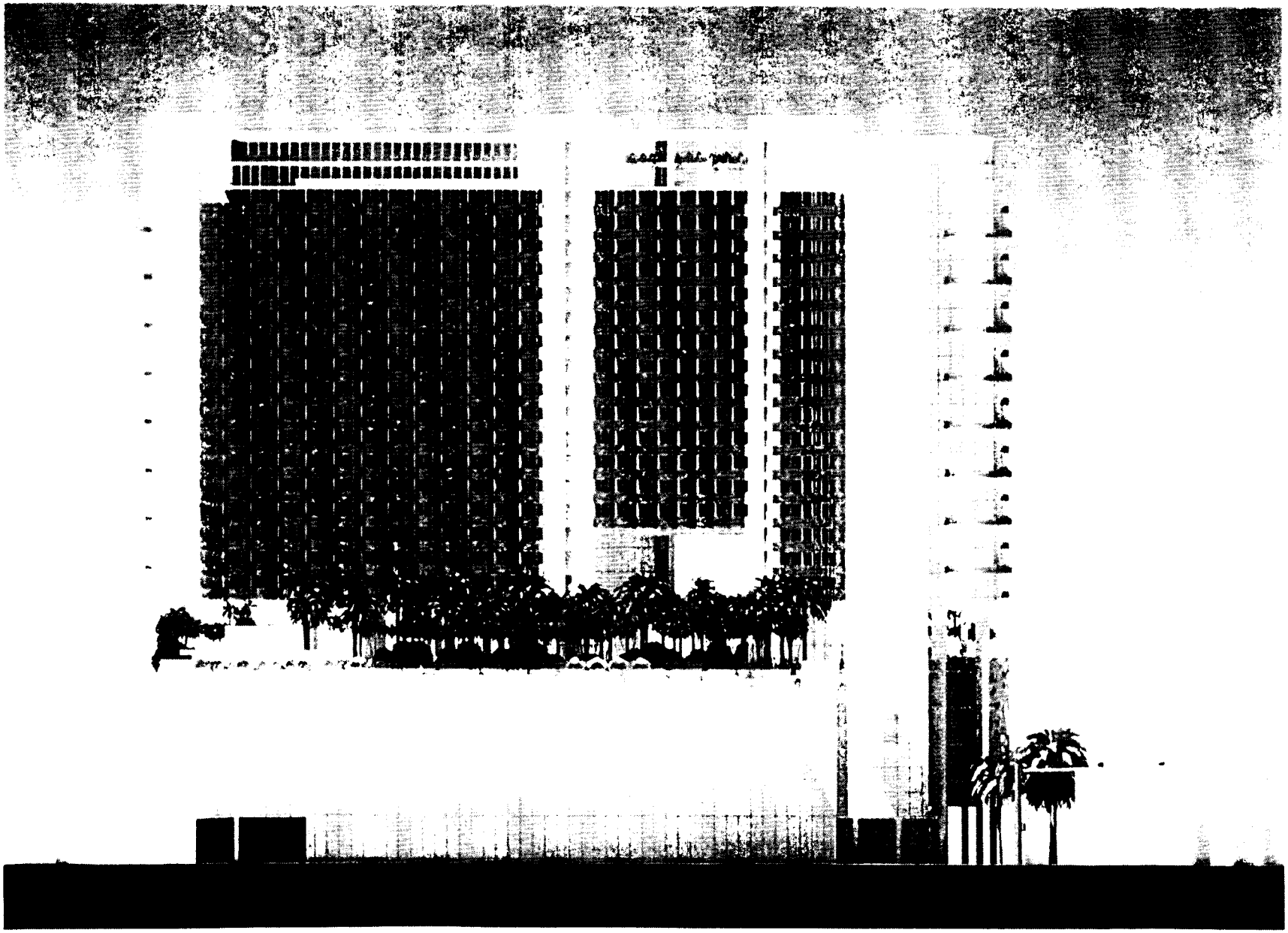

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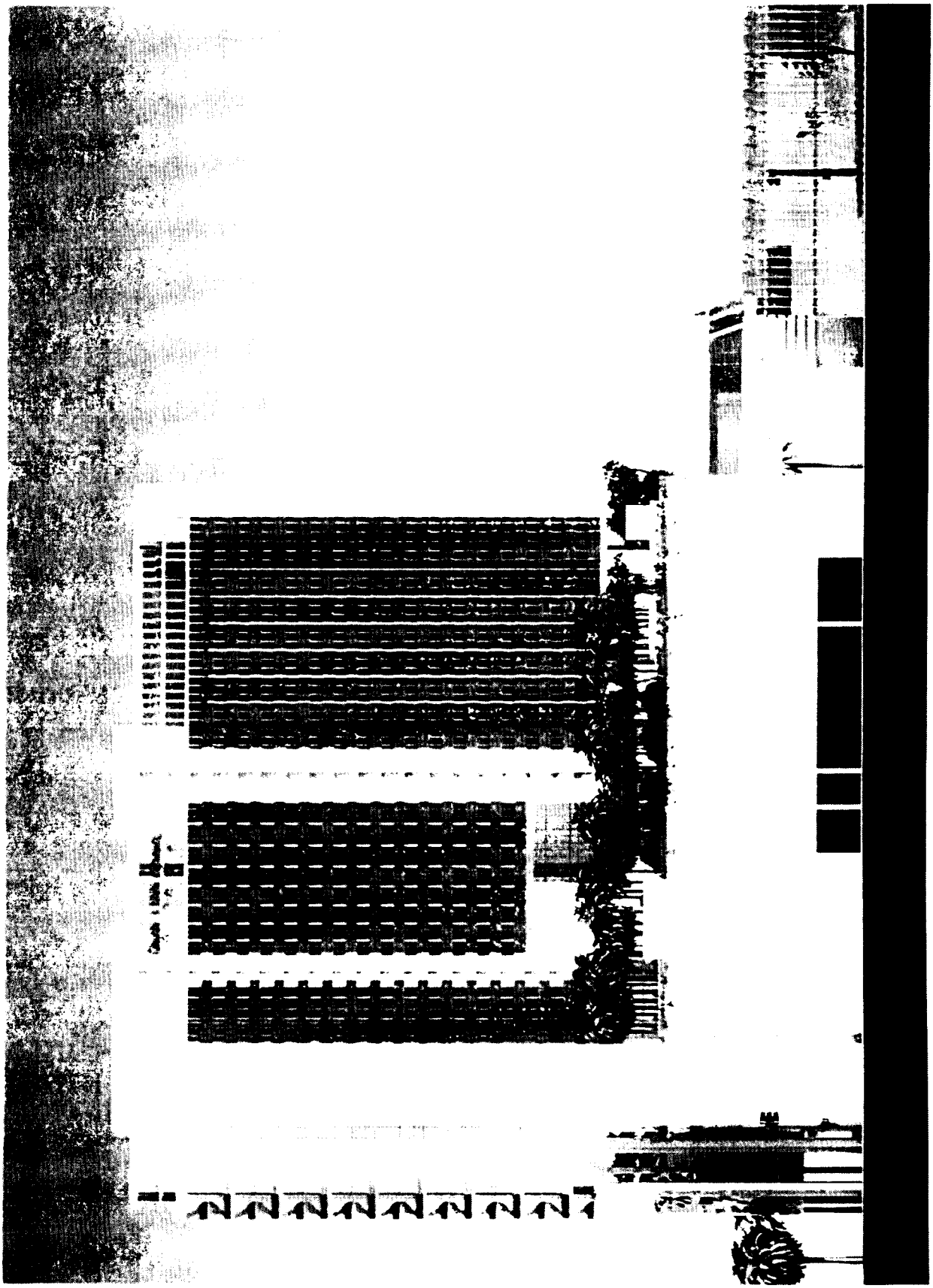

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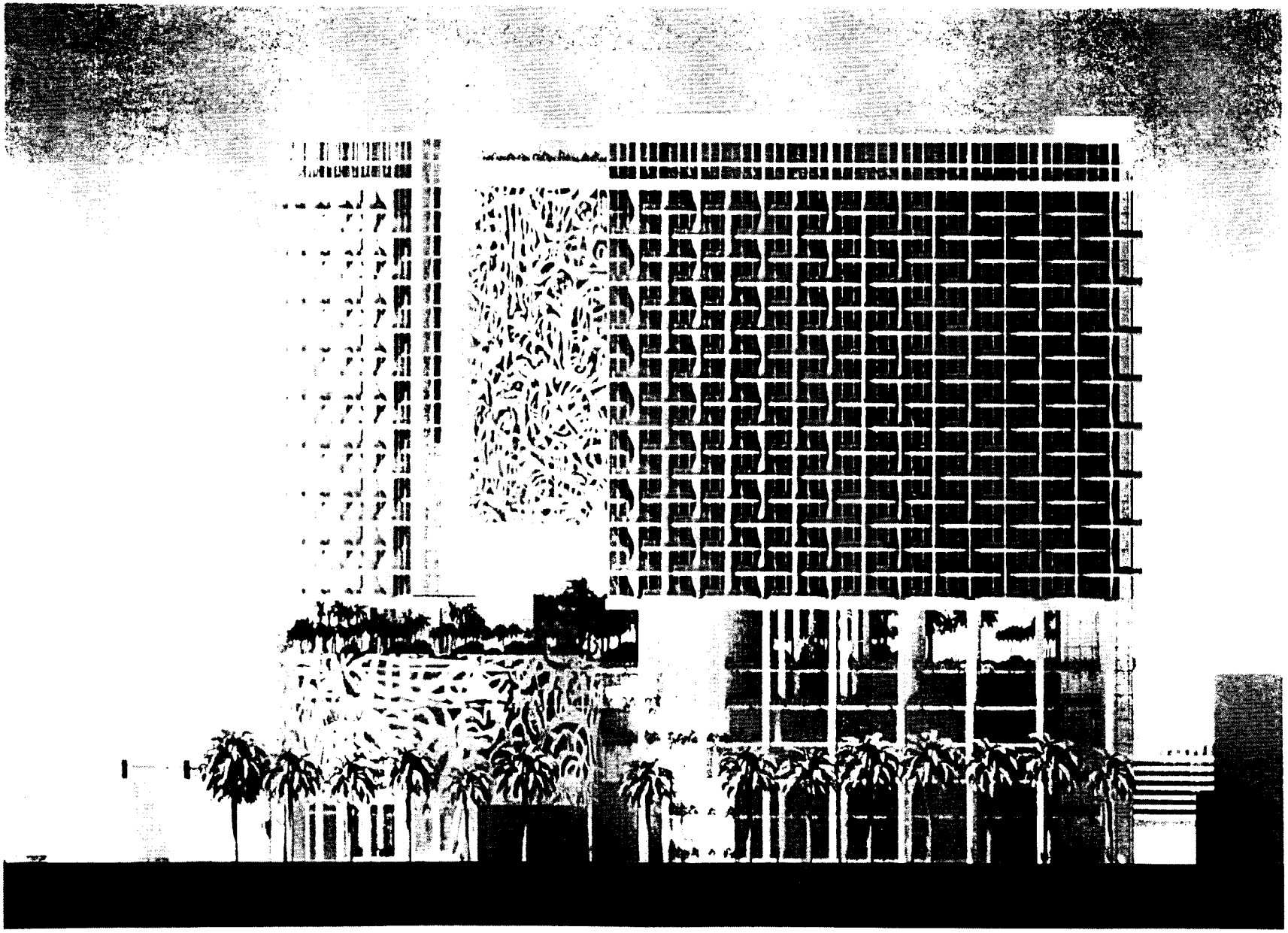

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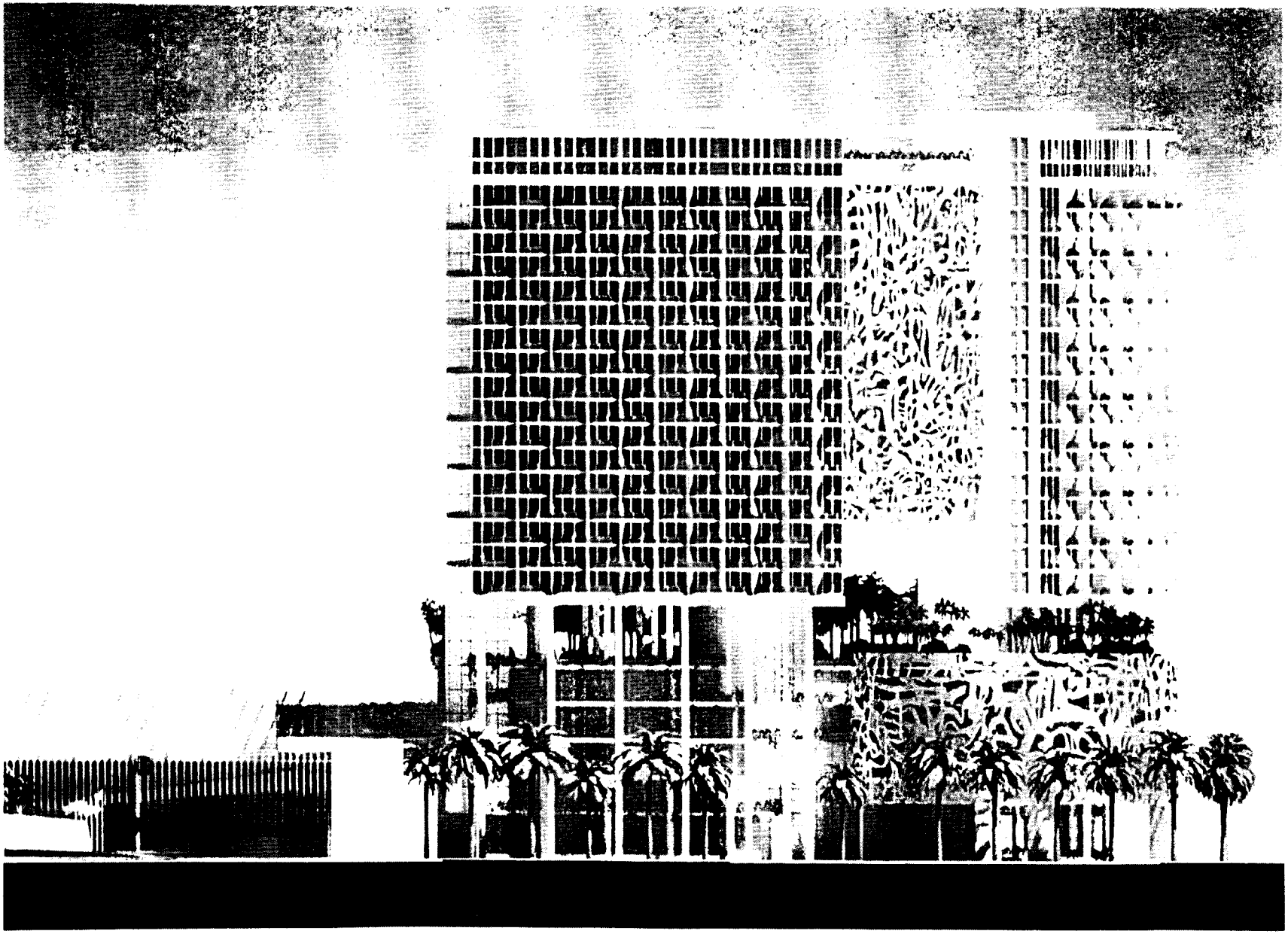

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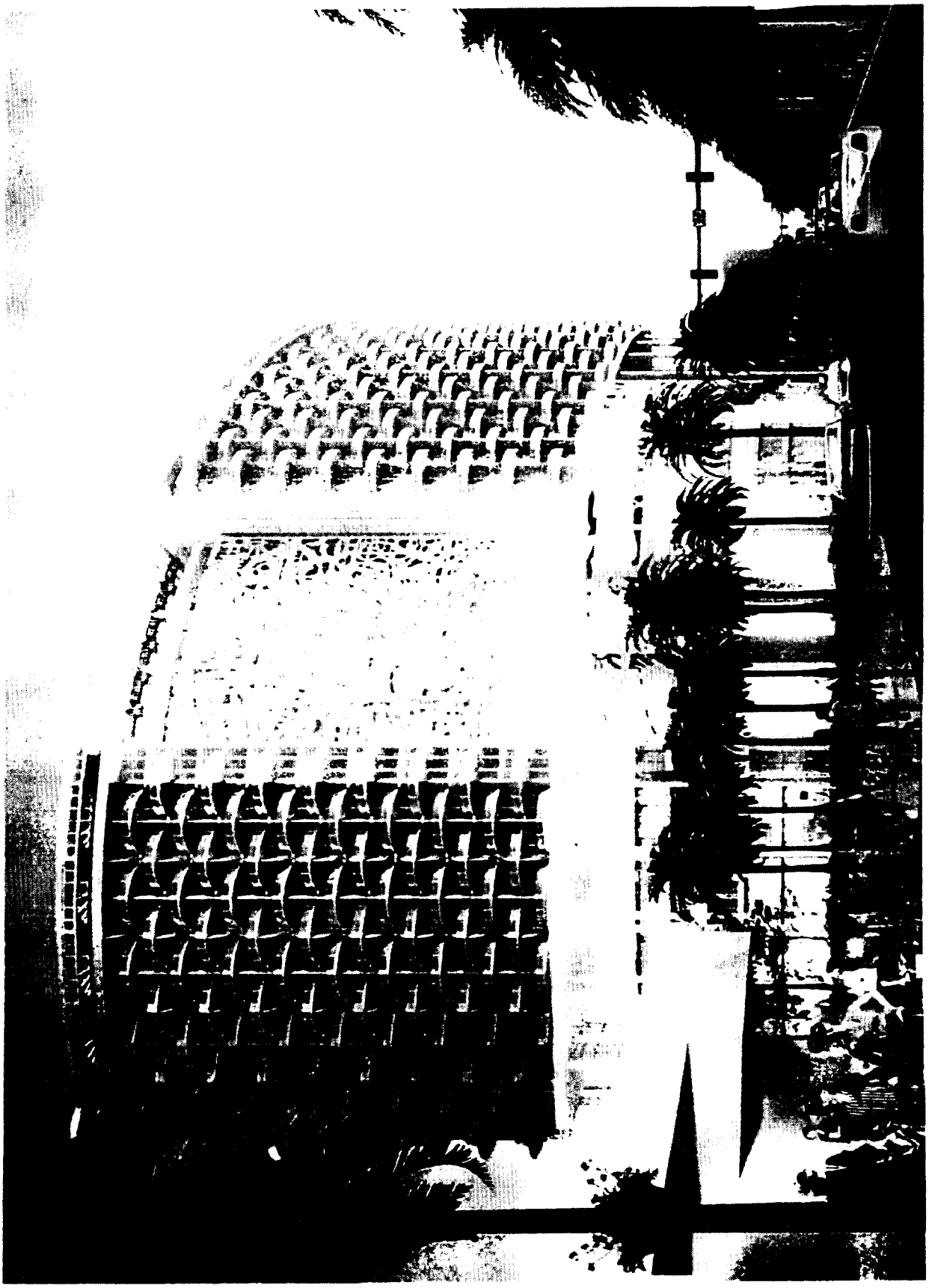

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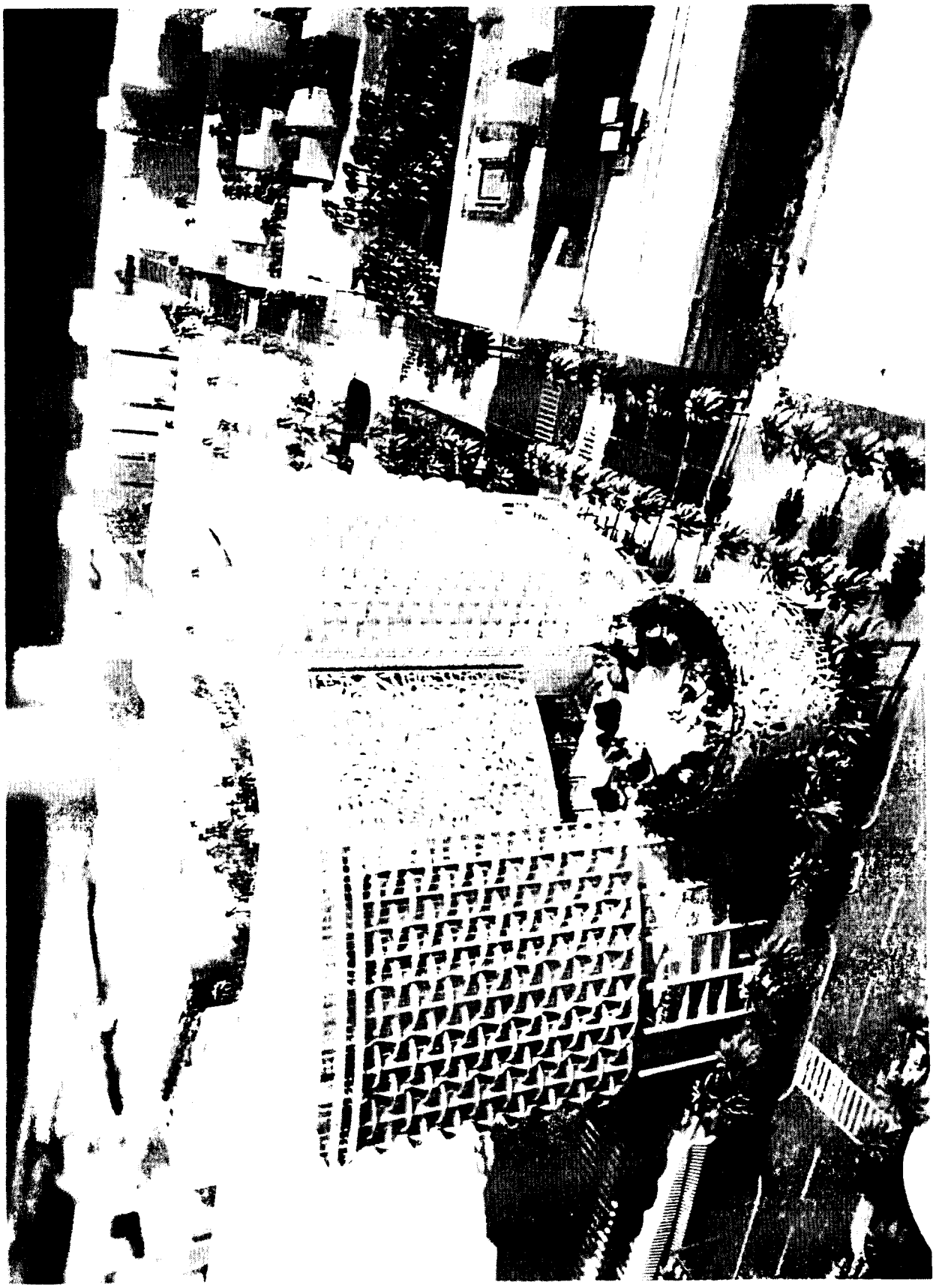

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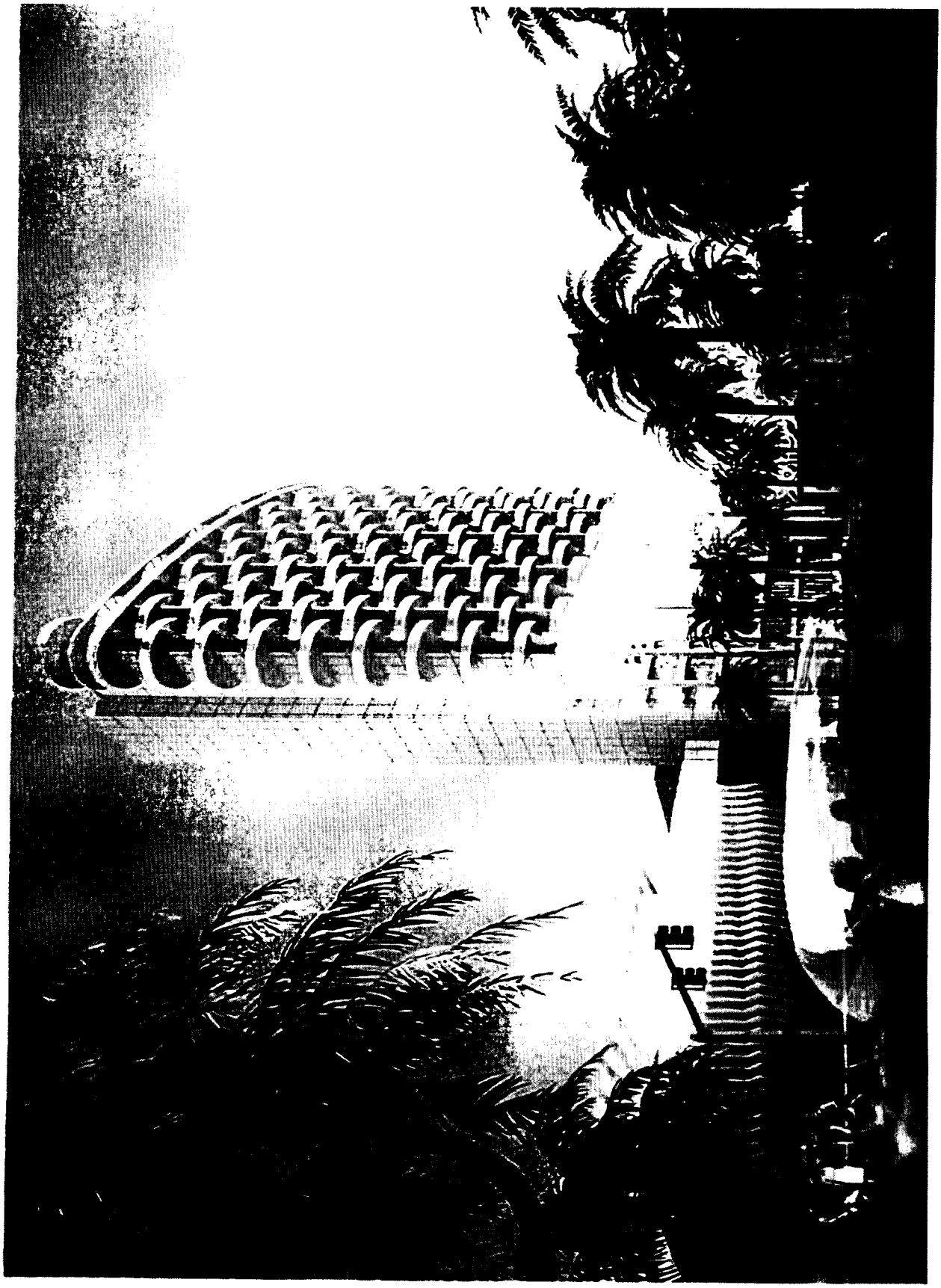

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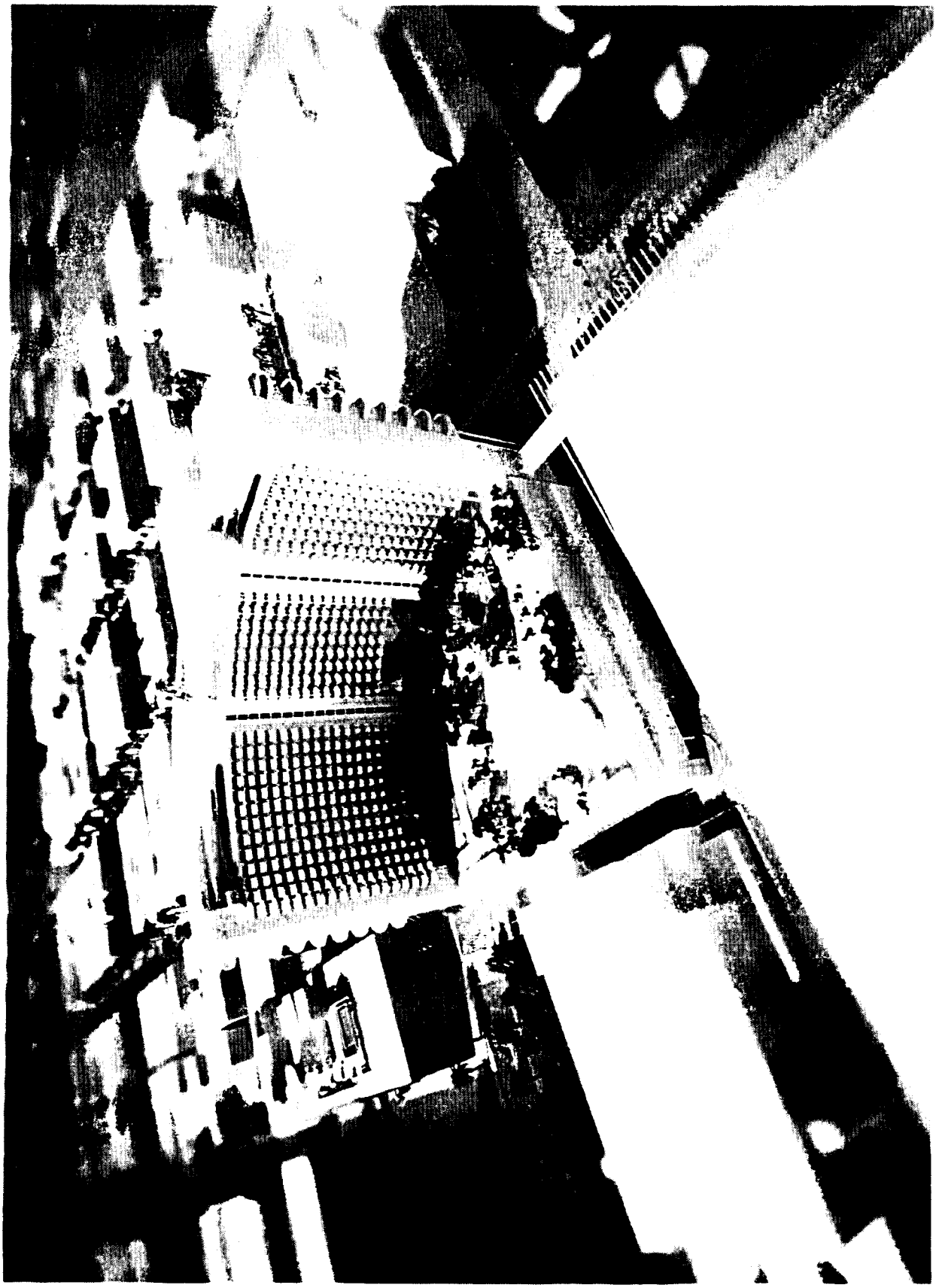

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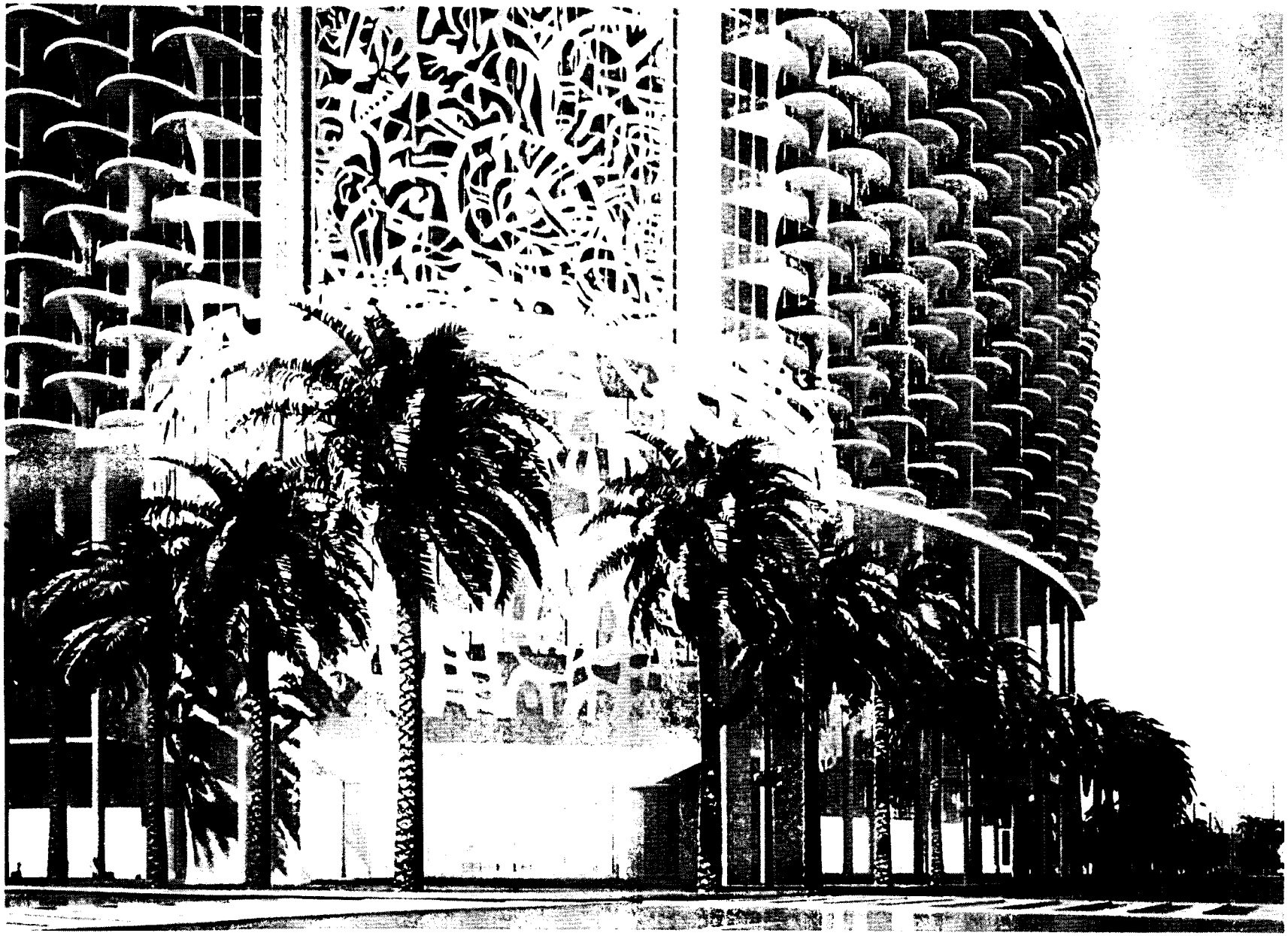

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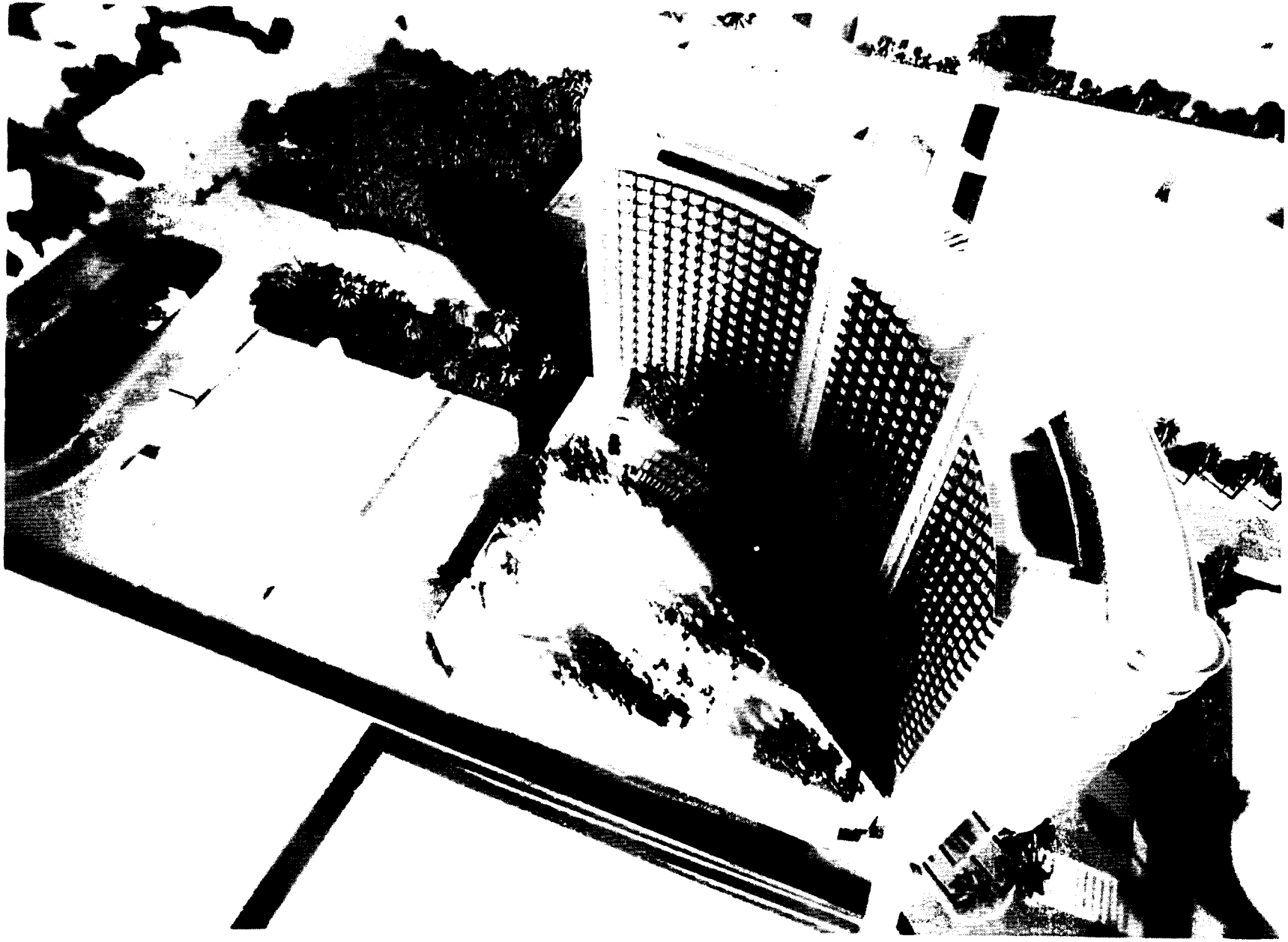


Exhibit E

Exhibit E

EXHIBIT "F"

SCHEDULE OF PERFORMANCE

(See next page)

Miami Beach Convention Center Hotel Project
Development Schedule

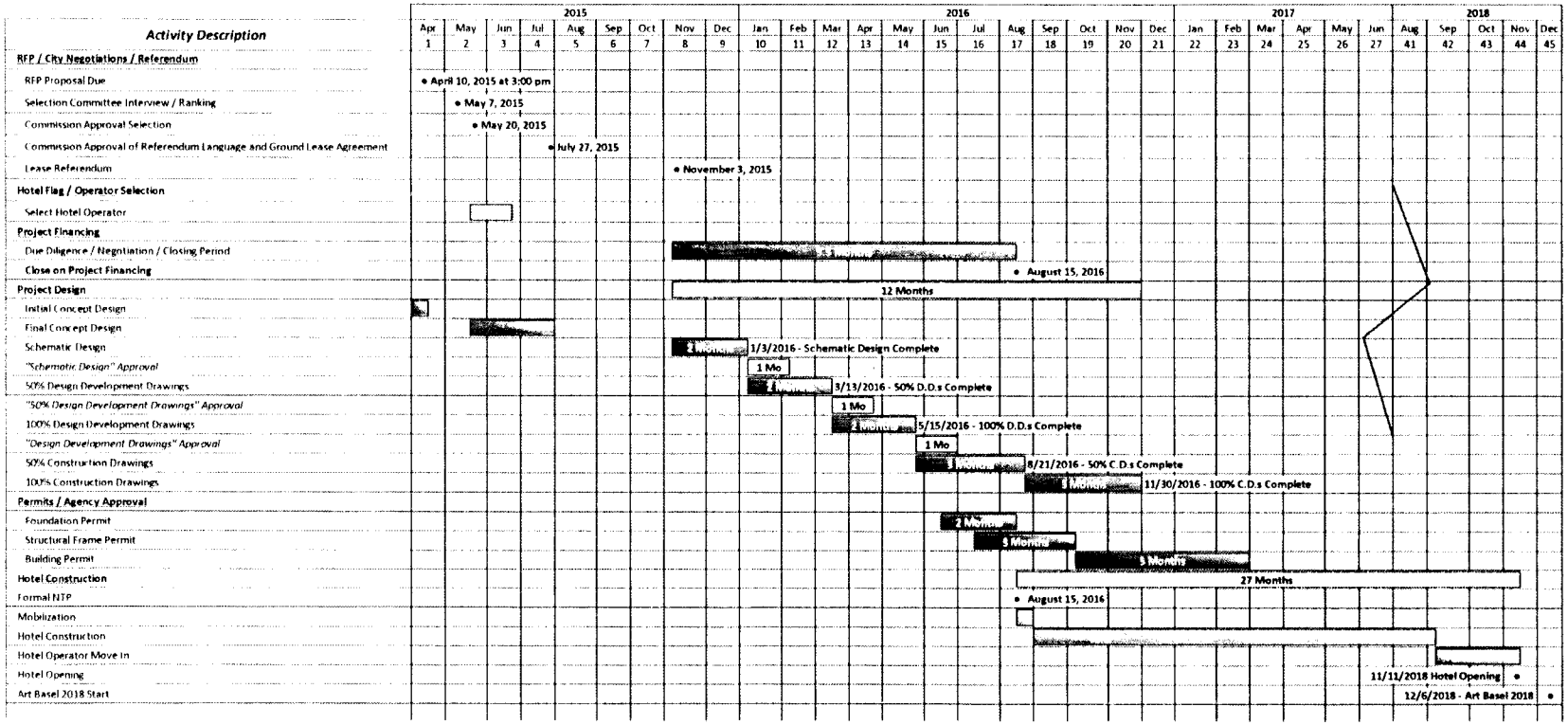


EXHIBIT "G"

FORM OF EASEMENTS

GRANT OF EASEMENT AND AGREEMENT

THIS GRANT OF EASEMENT AND AGREEMENT (this "Easement") is made this __ day of _____, 20__, by the CITY OF MIAMI BEACH, a Florida municipal corporation (the "City"), having its principal place of business at 1700 Convention Center Drive, Miami Beach, Florida 33139 in favor of Portman Miami Beach, LLC, a Delaware limited liability company ("Lessee"), having its principal place of business at _____.

WHEREAS, the City owns that certain property situated, lying and being in Miami-Dade County, Florida, as more particularly described in Exhibit "A" attached hereto (the "Property");

WHEREAS, the City and the Lessee entered into that certain Development and Ground Lease Agreement dated as of _____ ____, 20__, a memorandum of which is recorded in Official Records Book _____, at Page _____ of the Public Records of Miami-Dade County (the "Development and Ground Lease Agreement"), which constitutes a development agreement pursuant to the Florida Local Government Development Act, Section 163.3220, et. seq., Florida Statutes (the "Act") and which contemplates the development and ground lease of the portion of the Property depicted in Exhibit "B" (the "Leased Property") for an 800-room full-service convention hotel and related facilities, to be connected to the Miami Beach Convention Center located at 1901 Convention Center Drive, Miami Beach, Florida ("Convention Center") by an enclosed overhead pedestrian skybridge (the "Hotel Project");

WHEREAS, pursuant to the Development and Ground Lease Agreement, the City has agreed to grant to the Lessee a non-exclusive access easement for the purpose of ingress and egress through, over, on, upon and across the right-of-way which is more particularly described in Exhibit "C" attached hereto ("Easement Parcel 1") for the purpose of permitting Lessee to access the Leased Property including, without limitation, its parking, loading docks and/or service areas, and reserving unto City and its contractors, agents, employees, invitees and licensees (collectively, the "City Parties") the right to ingress and egress through, over, on, upon and across the Easement Parcel 1 for all purposes, including but not limited to providing pedestrian and vehicular access to the Convention Center and The Fillmore Theater located at 1700 Washington Avenue, Miami Beach, Florida ("Fillmore Theater"), and their respective loading docks and service areas;

WHEREAS, pursuant to the Development and Ground Lease Agreement, the City has agreed to grant to the Lessee a non-exclusive access easement over the area more fully described in Exhibit "D" hereto ("Easement Parcel 2"), for the purpose of permitting Lessee to construct the Skybridge and the Off-Site Improvements, as those terms are more particularly described in the Development and Ground Lease Agreement, and to maintain the Skybridge in accordance with the Development and Ground Lease Agreement; and

WHEREAS, collectively, Easement Parcel 1 and Easement Parcel 2 shall be referred to herein as the "Easement Parcels";

WHEREAS, granting the foregoing easements is a condition of the effectiveness of the Development and Ground Lease Agreement and the issuance of development permits and approvals in order to develop the Hotel Project;

NOW THEREFORE, in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Lessee agree as follows:

1. The City hereby grants to the Lessee a non-exclusive access easement through, over, on, upon and across **Easement Parcel 1** for the purpose of ingress and egress to and from the Leased Property and its parking, loading docks and/or service areas, for so long as Lessee uses the Leased Property in accordance with the terms of the Development and Ground Lease Agreement. The City hereby expressly reserves for itself, the other City Parties and their respective successors and/or assigns, the unrestricted right to use Easement Parcel 1 for purposes of providing pedestrian and vehicular access to the Convention Center and the Fillmore Theater, and their respective loading docks and service areas and for any and all other purposes that do not unreasonably interfere with the Lessee's use of Easement Parcel 1 for the rights granted herein, including but not limited to granting other easements or licenses at the same location. The City shall be responsible for the maintenance and operation of Easement Parcel 1 at the City's sole cost and expense.

2. The City hereby grants Lessee a non-exclusive access easement over, on, under, upon, and across **Easement Parcel 2** to perform all acts necessary to ensure fulfillment of all requirements of [insert permit or order no.] with respect to the construction of the Skybridge and/or Off-Site Improvements referenced in the Development and Ground Lease Agreement and as reasonably necessary to maintain the Skybridge in accordance with Lessee's obligations under the Development and Ground Lease Agreement. The City hereby expressly reserves for itself, the other City Parties and their respective successors and/or assigns, the unrestricted right to use the Easement Parcel 2 for any and all other purposes that do not unreasonably interfere with the Lessee's use of Easement Parcel 2 for the rights granted herein, including but not limited to granting other easements or licenses at the same location.

3. The Easement Parcels are subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the Property, whether or not of record, as identified on Exhibit "E" hereto (the "Encumbrances"). The use of the word "grant" shall not imply any warranty on the part of the City with respect to the Easement Parcels.

4. The Lessee shall maintain insurance on the Easement Parcels at all times as required by the Development and Ground Lease Agreement. Such insurance policy shall name the City as an additional insured and loss payee (with respect to property coverage) thereunder; shall be written by insurance companies licensed to do business in Florida and with an AM Best rating of A- or better; and must specify it is not subject to cancellation or non-renewal without a minimum of 30 days notification by the insurer to the City with a copy to the attention of Risk Manager, 1700 Convention Center Drive, Miami Beach, Florida 33139 ("Risk Manager"), with a minimum of 10 days notification by the insurer to the City and the City's Risk Manager prior to cancellation or non-renewal for non-payment of premium. The Lessee shall provide the City with a certificate of insurance evidencing said coverages.

5. City covenants, warrants and represents that it is the fee simple owner of the Leased Property and Easement Parcels, and has the right, title, and capacity to grant the easements granted herein, subject only to the Encumbrances.

6. Lessee shall not materially interfere with the use by and operation and activities of City Parties on the Easement Parcels, and Lessee shall use such routes and follow such procedures on the Easement Parcels as result in the least damage and inconvenience to City and its invitees, agents, employees, guests, lessees and/or licensees.

7. Lessee shall be responsible for any damage to the Property or any property of third parties resulting from the exercise or use of the Easement Parcels by the Lessee or its contractors, agents, officers, members, employees, invitees or licensees (collectively, the "Lessee Parties"), including but not limited to soil erosion, subsidence or damage resulting therefrom. Lessee shall promptly repair and restore to its original condition any of the Property that may be altered, damaged or destroyed in connection with the exercise or use of the Easement Parcels by the Lessee Parties. This Easement is made on the express condition that City is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of any of the Lessee Parties' exercise or use of the Easement Parcels, including any liability for injury or death to the person or property of any of the Lessee Parties or to any property under the control or custody of any of the Lessee Parties. Lessee hereby covenants and agrees to defend and indemnify the City Parties and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses caused or claimed to be caused by the exercise or use of the Easement Parcels by the Lessee Parties, however occurring, except to the extent caused solely by the willful or grossly negligent acts or omissions of City or the City Parties.

8. This Easement shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the City and Lessee, as applicable.

9. Lessee alone shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against Lessee's interest in the Easement Parcels. Lessee shall not cause liens of any kind to be placed against the Easement Parcels or any of the Property except in connection with a Leasehold Mortgage.

10. Any notices required or permitted to be given under this Easement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows:

If to the City at: City of Miami Beach, City Hall
1700 Convention Center Drive
Miami Beach, Florida 3313
Attn: City Manager, City Attorney

With a copy to: _____
_____
_____
_____

If to Lessee at: _____

c/o _____

_____

_____

Attn: _____

With a copy to: _____

_____

_____

_____

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given five (5) days after deposit in the U.S. mails. The terms of this Section shall survive the termination of this Easement.

11. Construction.

a. This Easement shall be construed and governed in accordance with the laws of the State of Florida. All of the parties to this Easement have participated fully in the negotiation and preparation hereof; and, accordingly, this Easement shall not be more strictly construed against any one of the parties hereto.

b. In construing this Easement, the use of any gender shall include every other and all genders, and captions and section and paragraph headings shall be disregarded.

c. All of the exhibits attached to this Easement are incorporated in, and made a part of, this Easement.

d. The recitals to this Easement set forth above are true and correct and are incorporated herein by this reference.

e. The dominant estate is intended to be appurtenant to the Development and Ground Lease Agreement and is co-terminus with the Lessee's rights thereunder.

12. Severability. In the event any term or provision of this Easement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Easement shall be construed to be in full force and effect.

13. Time of Essence. Time shall be of the essence for each and every provision hereof.

14. Entire Agreement. This Easement, together with the documents referenced herein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations or warranties other than as set forth herein. This Easement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought.

IN WITNESS WHEREOF, the undersigned has caused this Easement to be executed by execution of this instrument as of this _____day of _____, 201_.

(Signature pages to follow)

Witnesses:

CITY OF MIAMI BEACH, FLORIDA,
a municipal corporation

Sign Name:_____

By: _____
Mayor

Print Name: _____

Sign Name:_____

Print Name: _____

ATTEST:

_____
City Clerk

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, as _____ of _____. He is personally known to me or has produced _____as identification and who did (did not) take an oath.

_____
NOTARY PUBLIC

_____
Typed or Printed Name of Notary
My Commission Expires: _____
Serial No., if any: _____

ACKNOWLEDGED AND ACCEPTED this _____ day of _____, 20__ by _____:

Witnesses:

Sign Name:_____

Print Name: _____

Sign Name:_____

Print Name: _____

LESSEE

_____

_____

By: _____

Print name:_____

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, as _____ of _____. He is personally known to me or has produced _____as identification and who did (did not) take an oath.

_____
NOTARY PUBLIC

_____
Typed or Printed Name of Notary
My Commission Expires: _____
Serial No., if any: _____

Exhibit "A"

[MBCC Parcel - Folio No. 02-3227-000-0090]

Exhibit "B"

Hotel Site Legal Description

[See Exhibit D to Development and Ground Lease Agreement]

Exhibit "C"

Easement Parcel 1 (Right-of-way)

[exact description to be finalized as part of the development process pursuant to the Lease]

Exhibit "D"

Easement Parcel 2 for

Construction of Skybridge and Off-site Improvements and Maintenance of Skybridge

[exact description to be finalized as part of the development process pursuant to the Lease]

EXHIBIT "H"

PRESENTLY PERMITTED DEVELOPMENT

(a) Permitted Development and Uses. The Leased Property is in the CCC Civic and Convention Center District, a zoning district created to accommodate the facilities necessary to support the Convention Center. The main permitted uses in the CCC Civic and Convention Center District are parking lots, garages, performing arts and cultural facilities; hotel; merchandise mart; commercial or office development; landscape open space; parks. Property located in the CCC Civic and Convention Center District may be used for the purposes permitted and regulated in these land use designations and zoning districts, as further limited by the City's Land Development Regulations, provided, however, that the Leased Property may only be used in accordance with the terms and conditions of this Lease.

(b) Density, Building Heights, Setbacks and Intensities. The maximum density, heights, setbacks and intensities for any development on the Leased Property shall be regulated by the City's Land Development Regulations, Comprehensive Plan and any Governmental Requirements. The development regulations in the CCC Civic and Convention Center District are as follows: (1) maximum floor area ratio of 2.75. There are no lot area, lot width, population densities or unit size requirements for the CCC Civic and Convention Center District. Building height and story requirements are as follows: (1) Maximum building height for hotels: 300 feet; for all other uses: 100 feet. (2) Maximum number of stories for hotels: 30; for all other uses: 11 stories. The development regulations (setbacks, floor area ratio, signs, parking, etc.) shall be the average of the requirements contained in the surrounding zoning districts as determined by the City's Planning and Zoning Director.

THIS EXHIBIT DESCRIBES THE PRESENTLY PERMITTED DEVELOPMENT FOR PURPOSES OF THE ACT ONLY. THE PROJECT SHALL CONFORM TO THE DESCRIPTION, TERMS AND CONDITIONS SET FORTH IN THIS LEASE.

EXHIBIT "I"
PUBLIC FACILITIES

The proposed development will be serviced by those roadway transportation facilities currently in existence as provided by state, county, and local roadways. The proposed development will also be serviced by public transportation facilities currently in existence, as provided by Miami-Dade County, the City of Miami Beach, and such other governmental entities as may presently operate public transportation services within the City of Miami Beach. Sanitary sewer, solid waste, drainage, and potable water services for the proposed development shall be those services currently in existence and owned or operated by Miami-Dade County, the Miami-Dade County Water and Sewer Department, and the City of Miami Beach. The proposed development shall be serviced by those existing educational facilities owned or operated by the Miami-Dade Public Schools District, if applicable. The proposed development shall be serviced by those existing parks and recreational facilities owned or operated by the United States Government within Miami- Dade County, by the State of Florida, by Miami-Dade County, and by the City of Miami Beach. The proposed development shall be serviced by those existing health systems and facilities operated by the United States Government within Miami-Dade County, by the State of Florida, by Miami-Dade County, and by the City of Miami Beach.

The proposed development will also be serviced by any and all public facilities, as such are defined in Section 163.3221(12) of the Act, that are described in the Comprehensive Plan, specifically including those facilities described in the Infrastructure Element and the Capital Improvements Element therein, a copy of which is available for public inspection in the offices of the City Clerk of the City of Miami Beach.

EXHIBIT "J"

PUBLIC RESERVATIONS AND DEDICATIONS

None, except for any easements or reservations contemplated under Section 4.1(g).

EXHIBIT "K"

REQUIRED DEVELOPMENT PERMITS AND VARIANCES

The following constitutes a generalized list of local permits anticipated as necessary to be approved by the terms of this Lease:

1. Design Review Board, Planning Board, and/or Board of Adjustment approvals, pursuant to Chapter 118 of the City of Miami Beach Code.
2. Utility Permits
3. Demolition Permits
4. Building Permits
5. Environmental Permits
6. Hazardous Materials Removal Permit, if removal of hazardous materials is found necessary.
7. Public Works Permit, Paving and Drainage
8. Public Works Permit, Water and Sewer
9. Public Works Revocable Permits
10. Certificates of Use and/or Occupancy
11. Any variances or waivers that may be required pursuant to Chapters 114 through 142 of the City of Miami Beach Code
12. All other local governmental approvals as may be applicable to the subject property from time to time pursuant to the terms of this Development Agreement, including but not limited to restrictive covenants in lieu of unity of title

EXHIBIT "L"

ROOM BLOCK AGREEMENT

by and between

CITY OF MIAMI BEACH, FLORIDA

and

PORTMAN MIAMI BEACH, LLC

TABLE OF CONTENTS

ARTICLE I DEFINED TERMS **1**

1.01 "18-Month Room Block Request" 1
1.02 "Active Negotiations" 1
1.03 "Agreement" 2
1.04 "Amended Offer" 2
1.05 "Available Guest Rooms" 2
1.06 "Block Notice" 2
1.07 "Block Release Request Notice" 2
1.08 "Business Day" 2
1.09 "City" 2
1.10 "City Manager" 2
1.11 "City-Wide Event" 2
1.12 "Convention Center" 2
1.13 "Cure Period" 3
1.14 "Development and Ground Lease Agreement" 3
1.15 "Effective Date" 3
1.16 "Event Block Minimum Rate" 3
1.17 "Event of Default" 3
1.18 "Event Night" 3
1.19 "Event Room Block" 3
1.20 "Force Majeure" 3
1.21 "GMCVB" 3
1.22 "Hotel" 3
1.23 "Hotel Site" 3
1.24 "Initial Offer" 4
1.25 "Managed Hotels" 4
1.26 "Management Agreement" 4
1.27 "Maximum Event Night Ceiling" 4
1.28 "Maximum Event Room Block" 4
1.29 "Midweek" 4
1.30 "Notice" 4
1.31 "Offer Expiration Date" 4
1.32 "Opening" 4
1.33 "Operator" 4
1.34 "Lessee" 4
1.35 "Potential Convention Center Customer" 4
1.36 "Public Records Act" 4
1.37 "Rate Quote" 4
1.38 "Intentionally Omitted" 4
1.39 "Room Block Contract" 4
1.40 "Room Block Request Notice" 4
1.41 "Sales Representative" 5
1.42 "Special Event Block Minimum Rate" 5
1.43 "Standard of Operation" 5
1.44 "Standard of Operation Failure Notice" 5
1.45 "Suspension Period" 5
1.46 "Term" 5
1.47 "Weekend" 5

ARTICLE II TERM OF THIS LEASE **5**

2.01 Commencement of the Term 5
2.02 Expiration of Term; Suspension Period 5

ARTICLE III ROOM BLOCK COMMITMENT; RELEASE OF BLOCK **6**
3.01 ROOM BLOCK 6
3.02 RELEASE OF BLOCK 11
ARTICLE IV ROOM BLOCK PRICING **13**
4.01 EVENT BLOCK MINIMUM RATES; SPECIAL EVENT BLOCK MINIMUM RATES 13
4.02 GENERAL MATTERS REGARDING RATES 15
4.03 CONFIDENTIALITY 15
ARTICLE V STANDARDS OF HOTEL OPERATION **15**
5.01 STANDARDS 15
ARTICLE VI **16**
STANDARDS OF CENTER OPERATION **16**
ARTICLE VII NO LIABILITY FOR PROPOSED CONVENTION CENTER CUSTOMER; LESSEE RESPONSIBILITY TO CAUSE OPERATOR TO PERFORM; INDEMNITY **16**
7.01 NO LIABILITY TO CITY 16
ARTICLE VIII EVENTS OF DEFAULT **17**
8.01 DEFAULT 17
8.03 LESSEE'S RESERVATION OF RIGHTS 18
ARTICLE IX ADDITIONAL PROVISIONS **18**
9.02 MISCELLANEOUS 18
9.03 ESTOPPEL CERTIFICATE 18
9.04 NOTICES 18

ROOM BLOCK AGREEMENT

THIS ROOM BLOCK AGREEMENT ("Agreement") made and entered into as of the ____ day of _____, 201__ (the "Effective Date") by and between **City of Miami Beach, Florida** ("City"), a Florida municipal corporation, and **Portman Miami Beach, LLC** ("Lessee"), a Delaware limited liability company, recites and provides as follows.

RECITALS

The City has a material interest in maximizing the quality and performance of convention business attracted to the Convention Center, as hereinafter defined in Section 1.12, and encouraging convention and tourism business in the City.

In furtherance of those goals, and to facilitate the development of a full service convention center hotel connected to the Convention Center, the City has entered into the Development and Ground Lease Agreement ("Lease"), as hereinafter defined in Section 1.14, with Lessee, under which the parties have agreed, among other things, to enter into a room block agreement pursuant to which specific percentages of the Hotel's guest rooms will be reserved for specific periods of time for attendees, participants and planners of conventions and trade shows at the Convention Center. City and Lessee agree that the room block agreement described in the Lease (and, accordingly, this Agreement) constitutes a contract for the provision of services by Lessee to and for the benefit of City, which services are being provided in exchange for the covenants and agreements of City set forth in the Lease.

City and Lessee intend that this Agreement satisfy such room block agreement requirement in the Lease.

Lessee has or will execute and enter into a Management Agreement (as hereinafter defined) with the Initial Hotel Operator pursuant to which, among other things, Lessee shall require, and the Initial Hotel Operator must agree, to perform the obligations assigned to Lessee and/or Operator herein during the term of such Management Agreement and to otherwise operate the Hotel in a manner which complies with this Agreement.

In consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged and confessed by the parties hereto, City and Lessee hereby covenant and agree with each other as follows:

ARTICLE I
DEFINED TERMS

In this Agreement, these terms shall have the following meanings:

1.01 "18-Month Room Block Request" is defined in Section 3.01(c).

1.02 "Active Negotiations" means (x) for purposes of Section 3.01(b), that Lessee or Operator, on the one hand, and a bona fide potential Hotel guest, on the other hand, have exchanged written correspondence between them that reflects an indication of mutual interest for consummating a transaction whereby such Hotel contracts to block or books guest rooms at the Hotel, and neither Lessee or Operator, on the one hand, nor such bona fide potential Hotel guest on the other hand, has indicated that it no longer has any interest in pursuing such negotiations and (y) for purposes of Section 3.02(b), that the GMCVB or the City or its representatives, on the one hand, and a Potential Convention Center Customer, on the other hand, have exchanged written correspondence between them that reflects an indication of

mutual interest for consummating a City-Wide Event and neither the GMCVB or the City, on the one hand, nor such Potential Convention Center Customer, on the other hand, has indicated that it no longer has any interest in pursuing such negotiations.

1.03 "Agreement" is defined in this Agreement's preamble.

1.04 "Amended Offer" is defined in Section 3.01(d).

1.05 "Available Guest Rooms" means, as of any date in question, all of the Hotel's guest rooms (including suites), excluding any guest rooms that are reasonably projected to be unavailable on the dates in question due to scheduled renovations, repairs (including, without limitation, repairs due to events of casualty that have occurred), or maintenance, and excluding any of the Hotel's guest rooms that have been condemned in a taking and as to which physical possession is projected to have been taken by the condemnor prior to the date in question.

1.06 "Block Notice" is defined in Section 3.01(d).

1.07 "Block Release Request Notice" is defined in Section 3.02(d).

1.08 "Business Day" means a day other than a Saturday, a Sunday or a day on which national banks in Miami-Dade County, Florida are closed for business. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is not a Business Day, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first Business Day following such non-Business Day. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not Business Days.

1.09 "City" means the City of Miami Beach, Florida, a municipal corporation of the State of Florida.

1.10 "City Manager" means the Chief Administrative Officer of the City. The City Manager shall be construed to include any duly authorized representatives designated in writing with respect to any specific matter(s) concerning the Room Block Agreement (exclusive of those authorizations reserved to the City Commission or regulatory or administrative bodies having jurisdiction over any matter(s) related to the Lease).

1.11 "City-Wide Event" means a convention, trade show or other event requiring a three (3) night stay, during which a Potential Convention Center Customer (i) needs to use a minimum of 115,000 gross square feet of exhibit or meeting space in the Convention Center and (ii) in connection with such event, requests 1,500 or more guest rooms be made available in hotels in the City (including the Hotel) and surrounding metropolitan areas, in the aggregate, for one or more days while the event is held at the Convention Center (and, potentially, the day preceding the commencement of such event and the day following the conclusion of such event). A City-Wide Event shall also include the annual Orange Bowl football game hosted by the Orange Bowl Committee, and any Super Bowl football game that may take place in Miami-Dade County or Broward County (without regard to whether either event utilizes the Convention Center in any way).

1.12 "Convention Center" means the Miami Beach Convention Center located at 1900 Convention Center Drive, Miami Beach, Florida.

1.13 "Cure Period" is defined in Section 2.02(b).

1.14 "Development and Ground Lease Agreement" or "Lease" means that certain Development and Ground Lease Agreement between Lessee and City dated _____, 2015, as may be amended from time to time in accordance with its terms.

1.15 "Effective Date" is defined in this Agreement's preamble.

1.16 "Event Block Minimum Rate" means the lowest rate City may require the Lessee and Operator to quote or charge a Potential Convention Center Customer for a room during a City-Wide Event, as described and determined in accordance with Section 4.01.

1.17 "Event of Default" is defined in Section 8.01.

1.18 "Event Night" means any night during a City-Wide Event (including the day preceding the commencement of and the day following the conclusion of such event, as contemplated in the definition thereof) for which (i) City has exercised its rights under Section 3.01(a) by giving a Room Block Request Notice to the Operator and (ii) in response to such Room Block Request Notice, 250 or more rooms have been booked, blocked or reserved by the Operator either (i) pursuant to a contract with the Potential Convention Center Customer or (ii) pursuant to Initial Offers or Amended Offers that have been accepted or are still outstanding (and, if such contracts are terminated or any of such offers are subsequently terminated or rejected, then any of the blocked rooms that were subject thereto shall no longer be considered blocked for purposes of this definition). If rooms are blocked under this Agreement for multiple City-Wide Events on the same night, that night will be considered to be a single Event Night for purposes of the Maximum Event Night Ceiling but in no event shall any night during a City-Wide Event be considered an Event Night for purposes of the Maximum Event Night Ceiling if City has not given a Room Block Request Notice for that night to the Operator.

1.19 "Event Room Block" means a block of guest rooms (including suites) at the Hotel, , offered to or reserved for the attendees of a City-Wide Event in response to a Room Block Request Notice.

1.20 "Force Majeure" means and includes causes without fault and beyond the control of a party, whether or not foreseeable, including, without limitation, fire, explosion, accident, flood, windstorm, earthquake, or other disaster or calamity, disruption of utility service; restrictive new governmental laws or regulations; acts of war (whether declared or undeclared), invasion, blockade, or sabotage; terrorism or threat thereof; riot, civil disturbance, insurrection or acts of public enemies; and strike, lockout or other labor action and inability to procure materials; provided that neither a material disruption of or material adverse change in financial, banking or capital market conditions or a material adverse change in the business, financial condition, operations, assets, liabilities or prospects of either party shall excuse any failure or delay in performance under this Agreement.

1.21 "GMCVB" means the Greater Miami Convention & Visitors Bureau.

1.22 "Hotel" means the hotel to be constructed by Lessee on the Hotel Site pursuant to the Lease, together with all supporting hotel facilities and amenities.

1.23 "Hotel Site" means the parcel of real property described on Exhibit A attached hereto and made part hereof.

1.24 "Initial Offer" is defined in Section 3.01(b).

1.25 "Managed Hotels" means full-service, convention center hotels within the United States of America operated as first-class hotels containing no less than 800 rentable guest rooms operated under the Operator's brand name and managed by the Operator or any entity controlled by, under common control with or that controls Operator, specifically excluding franchised hotels.

1.26 "Management Agreement" means the hotel operating or management agreement between Lessee and the Operator that exists from time to time, as it may be amended or replaced from time to time.

1.27 "Maximum Event Night Ceiling" means the maximum number of Event Nights in any calendar month during which Lessee or Operator shall be obligated to provide Event Room Blocks pursuant to this Agreement. The Maximum Event Night Ceiling is fourteen (14) Event Nights per calendar month.

1.28 "Maximum Event Room Block" means eighty percent (80%) of all of the Hotel's Available Guest Rooms.

1.29 "Midweek" means Sunday through Thursday, inclusive.

1.30 "Notice" or "notice" means each and every communication, request, reply, or advice required or permitted to be given, made or accepted by any party to this Agreement to any other party to this Agreement, each of which shall be given in writing, and deemed received by the intended recipient, in accordance with Section 9.04.

1.31 "Offer Expiration Date" is defined in Section 3.01(e).

1.32 "Opening" means the opening of the Hotel to the public for business.

1.33 "Operator" means the entity responsible for overseeing the day to day management of the Hotel. The initial Operator (sometimes herein called the "Initial Hotel Operator") of the Hotel is _____, a _____ corporation.

1.34 "Lessee" means the entity defined as "Lessee" in this Agreement's preamble and each subsequent Lessee of all or any part of the Hotel Site. An entity shall be deemed to be the "Lessee" hereunder only during the term of its leasehold of the Hotel Site.

1.35 "Potential Convention Center Customer" means a person, entity, group or association (or any combination thereof) that is planning a City-Wide Event.

1.36 "Public Records Act" is defined in Section 4.04.

1.37 "Rate Quote" is defined in Section 3.01(b).

1.38 Intentionally Omitted.

1.39 "Room Block Contract" is defined in Section 3.01(f).

1.40 "Room Block Request Notice" is defined in Section 3.01(a).

1.41 "Sales Representative" is defined in Section 3.01(a).

1.42 "Special Event Block Minimum Rate" means, for up to six (6) City-Wide Events per year as determined by City at its sole discretion, the lowest rate City may require the Lessee and Operator to quote or charge a Potential Convention Center Customer for a room for such City-Wide Events, as described and determined in accordance with Section 4.01.

1.43 "Standard of Operation" is defined in Section 6.01.

1.44 "Standard of Operation Failure Notice" is defined in Section 2.02(a)(ii).

1.45 "Suspension Period" is defined in Section 2.02(a).

1.46 "Term" is defined in Section 2.01.

1.47 "Weekend" means Friday and Saturday.

ARTICLE II
TERM OF THIS AGREEMENT

2.01 Commencement of the Term. The term of this Agreement (the "Term") shall commence on the Effective Date.

2.02 Expiration of Term; Suspension Period.

(a) The Term shall continue until the earlier to occur of:

(i) the date upon which the Convention Center is no longer designated by the City as the City's principal convention center;

(ii) the date upon which the Convention Center is no longer operated and maintained substantially consistent with the Standard of Operation; provided, that, no expiration of the Term pursuant to this Section 2.02(a)(ii) shall be deemed to have occurred unless and until (1) Lessee has provided to City written notice (the "Standard of Operation Failure Notice") of any alleged failure by City to operate and maintain the Convention Center in a manner substantially consistent with the Standard of Operation, which notice (to be effective as such) must state with reasonable specificity the reasons why Lessee believes that the Convention Center is no longer being operated or maintained substantially consistent with the Standard of Operation (e.g., if Lessee believes the Convention Center is not being maintained in substantial accordance with the Standard of Operation, Lessee's notice shall describe the deficiencies in maintenance with reasonable specificity), and (2) City has failed to remedy such failure within two hundred seventy (270) days following receipt of such Standard of Operation Failure Notice (such 270-day cure period to be extended for delays resulting from Force Majeure and, if the nature of the failure is such that the same cannot reasonably be expected to be cured within said 270-day period, such 270-day period shall be extended such period of time as is reasonably necessary to effect such cure so long as City commences the cure promptly and uses commercially reasonable, diligent efforts to complete such cure as soon as reasonably practicable; the 270-day cure period, as the same may be extended as provided for in this clause, is herein called the "Cure Period"). Notwithstanding the foregoing, City shall have the right to contest Lessee's determination that the Convention Center is not being operated or maintained substantially in accordance with the Standard of Operation by giving Lessee notice

of such contest within thirty (30) days following receipt of the Standard of Operation Failure Notice. If City elects to contest Lessee's determination, then the commencement of the Cure Period shall be delayed until the date of determination by a court of competent jurisdiction that the Convention Center was not being operated and maintained substantially consistent with the Standard of Operation; or

(ii) the termination of this Agreement pursuant to Section 8.01 of the Lease.

ARTICLE III
ROOM BLOCK COMMITMENT; RELEASE OF BLOCK

3.01 Room Block. During the Term, City may from time to time require the Operator to offer an Event Room Block to Potential Convention Center Customers in connection with a City-Wide Event in accordance with, and subject to the limitations set forth in, this Agreement. Notwithstanding anything herein to the contrary, City shall not have the right to require the Operator to offer an Event Room Block to Potential Convention Center Customers if (a) the number of Event Nights requested in the Room Block Request Notice for such Event Room Block would cause the Maximum Event Night Ceiling to be exceeded, or (b) the total number of rooms requested to be blocked in such Room Block Request Notice on any Event Night exceeds the number of rooms Operator is required to offer to block pursuant to Section 3.01(b)(i). Subject to the limitations set forth in the preceding sentence and elsewhere in this Article III, the right to require that the Operator so offer the Event Room Block will be exercised in accordance with the following procedures:

(a) A management, sales or booking representative of City or, if authorized by City, the GMCVB (the "Sales Representative"), will notify the Operator that a Potential Convention Center Customer is seeking offers from local hotels to accommodate, among other needs, the guest room needs of the Potential Convention Center Customer for a City-Wide Event (the "Room Block Request Notice"). The Room Block Request Notice will (i) identify the Potential Convention Center Hotel Customer, (ii) if the same is generally available to City, set forth a documented history of the group's room block events for the most recent three year period including a comparison of the number of rooms blocked and the actual number of rooms actually used, (iii) specify each specific date for which the Potential Convention Center Customer will require blocks of guest rooms (including those dates commonly known as "move in" and "move out" dates), and (iv) specify the number of guest rooms in the Hotel the Potential Convention Center Customer is seeking to block on each of the specific dates. Notwithstanding the provisions of Section 9.04 or the definition of "Notice" set forth above, the Room Block Request Notice will be communicated to the Operator in the same manner as such notifications are customarily communicated by the Sales Representative to other hotels in the City. However, a copy of all Notices required or permitted to be provided by the Sales Representative or City under this Article III shall be delivered to Lessee, and such notices to Operator shall not be effective unless and until a copy of such notices are delivered to Lessee.

(b) Unless such deadline is extended in writing by the Sales Representative, within five (5) Business Days after Operator's receipt of a Room Block Request Notice for a City-Wide Event that is no sooner than thirty (30) months from the date of such notice (or, if applicable by the operation of Section 3.01(c) below, eighteen (18) months from receipt of such notice), the Operator will deliver to the Potential Convention Center Hotel Customer (with a copy

to the Sales Representative and City) an initial written offer in response to the Room Block Request Notice (the "Initial Offer"). In the Initial Offer the Operator will

(i) offer to the Potential Convention Center Customer to block, on each specific date that the Potential Convention Center Customer requires a block of guest rooms as specified in the Room Block Request Notice, the lesser of (A) the actual number of the guest rooms in the Room Block Request Notice for each specific date, or (B) the Maximum Event Room Block after deducting from the Maximum Event Room Block the following:

1. any previously offered room blocks under this Agreement for other City-Wide Events covering such dates, which offers have either been accepted or are still outstanding;

2. any guest rooms released by City pursuant to Section 3.01(j) or Section 3.02 and that have actually been booked by Operator or are the subject of Active Negotiations. If such guest rooms are the subject of Active Negotiations, then at the request of City Lessee and Operator shall (x) attempt to cause such proposed Hotel guest with whom such Active Negotiations are being held to select other dates for the use thereof that would permit Operator to accommodate the room block set forth in the Room Block Request Notice or (y) require that Operator accelerate negotiations with such potential Hotel guest by requiring such potential Hotel guest to execute a contract to block or book such rooms that are the subject of such Active Negotiations within the fifteen (15) Business Days following City's request to Operator under this clause (y), failing which, for purposes hereof, such rooms shall no longer be considered under Active Negotiations; and

3. in the case where the Maximum Event Night Ceiling for such month to which such block relates had previously been reached but, due to subsequent cancelations of bookings there remain, as of the date of request for the Initial Offer, available Event Nights for such month, then less the number of rooms booked, blocked or reserved by Operator (i.e., rooms that were booked or reserved, or were offered by Operator to be booked, blocked or reserved under offers that have either been accepted or are still outstanding) following the date such Maximum Event Ceiling Night had been reached and prior to such cancelations[3], and

(ii) quote a specific room rate for a standard single and double room and suites (the "Rate Quote"). In making the Rate Quote, the Operator will take into account seasonality (i.e., using group event guest room rates received in a calendar month as the basis for quotes for the same month in subsequent calendar years), Midweek versus Weekend rates, and special events that occur regularly during the applicable period); provided, that, the Rate Quote shall not take into account non-recurring special events that occur in a particular month

[3] The following is an example of the intended operation of this clause (3). Assume that on January 1, 2020, the Maximum Event Night Ceiling was achieved for the month of January 2024. Then assume that, in accordance with its right to do so pursuant to Section 3.01(l), during the month of January 2020 the Operator books 200 room nights for the month of January 2024. Then assume that a block for 400 rooms booked for January 2024 and that comprised part of the Maximum Event Night Ceiling was canceled on February 1, 2020. Then assume that a Room Block Request is delivered on March 1, 2020 for a block in January 2024. The 200 rooms booked by Operator in January 2020 would be deducted from the calculation of the Maximum Event Room Block under clause (3).

which inflate group event room rates (such as Super Bowls, NCAA Men's or Women's basketball tournaments, Major League Baseball playoffs and similar sporting or entertainment events). In addition, rates for groups whose stay consists of both Midweek and Weekend days shall be determined in accordance with Operator's booking policies described in Section 3.01(f). The amount of the Rate Quote in the Initial Offer will be at the sole, but good faith, discretion of the Operator.

(c) Notwithstanding anything to the contrary set forth in Section 3.01(b) or any other provision of this Agreement to the contrary:

(i) the Operator shall offer the Maximum Event Room Block to a Potential Convention Center Customer for a City-Wide Event that will commence between eighteen (18) and thirty (30) months from the date of such notice (a "18-Month Room Block Request"), and Operator shall be obligated to issue an Initial Offer (and otherwise perform its obligations hereunder) for such a City-Wide Event only if the number of rooms requested in such 18-Month Room Block Request are available as of the date of receipt of such Room Block Request Notice (i.e., rooms that (x) have not been booked, blocked, or reserved, y) are not the subject of active negotiations regarding same and (z) have not been previously offered by Operator to be booked, blocked or reserved under offers that have either been accepted or are still outstanding) on the Event Nights for which rooms are requested in such Room Block Request Notice; provided, however, that

(ii) the Operator shall designate one consecutive four (4) day period each calendar month to be able to offer a Maximum Event Room Block to a Potential Convention Center Customer for City-Wide Events commencing between eighteen (18) and thirty (30) months of a potential Event Room Block. Operator shall determine the consecutive four (4) day periods for each respective month during the applicable period and shall notify City of the schedule on a monthly basis.

(d) The Rate Quote included by Operator in the Initial Offer shall be determined in Operator's sole, but good faith, discretion, and in determining such rate, Operator shall be entitled to take into account, among other considerations, the level of food and beverage services that the Operator anticipates the Potential Convention Center Customer will purchase in the Hotel. After reviewing the Initial Offer, the Sales Representative may consult with the Operator regarding the Rate Quote contained in the Initial Offer. If prior to acceptance of the Initial Offer (or any amendment thereto voluntarily offered by the Operator to the Potential Convention Center Customer), City reasonably and in good faith believes that it might be in City's or the City's best interest to compel the Lessee to offer the Potential Convention Center Customer an alternative rate structure, City may, after consultation with the Operator and within thirty (30) days following receipt of the Initial Offer, elect to require (which election shall be communicated by Notice from City to the Operator) the Operator to offer to the Potential Convention Center Customer a rate lower than the rate in the Initial Offer, but in no event lower than the Event Block Minimum Rate or, for up to six (6) City-Wide Events annually as determined at the City's sole discretion, the Special Event Block Minimum Rate, as applicable (such written election being the "Block Notice"). Upon receipt of the Block Notice, Operator shall, within two (2) Business Days thereafter, amend the Initial Offer by substituting the rate specified by City, which shall be no lower than the Event Block Minimum Rate, as the Rate Quote (the "Amended Offer").

(e) Subject to the remaining provisions of this Section 3.01(e), the Initial Offer or the Amended Offer (if applicable) shall remain open for acceptance by the Potential

Convention Customer until the sixtieth (60th) day following the date of the Initial Offer or Amended Offer, as the case may be; provided, that in the case of an Initial Offer or Amended Offer given in response to a 18-Month Room Block Request, then Operator may at any time provide the Potential Convention Center Customer with written notice (the "Acceleration Notice") that such Initial Offer or Amended Offer will expire on the fifteenth (15th) Business Day following the date of such Acceleration Notice unless the Potential Convention Center Customer executes and returns the Room Block Contract to the Operator. If such customer fails to execute and return the Room Block Contract within such fifteen (15)-Business Day period, the offer shall expire, and the Operator shall have no further obligation to City or the Potential Convention Center Customer in regard to such City-Wide Event under the Initial Offer or the Amended Offer, as the case may be. The date of expiration of the Initial Offer or Amended Offer, as the case may be, determined pursuant to this Section 3.01(e) is herein referred to as the "Offer Expiration Date".

(f) If either the Initial Offer or the Amended Offer is accepted by the Potential Convention Center Customer prior to the Offer Expiration Date, Operator shall endeavor to negotiate a binding contract with the Potential Convention Center Customer applying Operator's customary booking policies to the Event Room Block (the "Room Block Contract"), including policies relating to contracts, advance deposits and cancellation, provided that these policies shall adhere in all material respects to the general customs employed by the Operator at its Managed Hotels, if any. Lessee will use its good faith efforts to cause Operator to consider changes to Operator's customary booking policies to the extent necessary to accommodate any prevalent and material local booking customs or practices. If a Potential Convention Center Customer has not for any reason (other than Operator's breach of its obligations set forth in the preceding sentence) signed a contract with the Operator with respect to such Initial Offer or Amended Offer, as the case may be, on or before the Offer Expiration Date, then such offer will expire, whereupon the Lessee shall have no further obligation to City or the Potential Convention Center Customer in regard to such City-Wide Event under the Initial Offer or the Amended Offer, as the case may be. However, if such offer expires at a time when there are more than thirty (30) months (or, by the operation of Section 3.01(c), eighteen (18) months) prior to the first Event Night of the Potential Convention Center Customer's City-Wide Event, nothing in this Agreement shall prohibit City from issuing a new Room Block Request Notice for such City-Wide Event in accordance with, and subject to the provisions of, this Section 3.01.

(g) If a Potential Convention Center Customer signs a Room Block Contract with the Operator but later provides written notice to the Operator that it is terminating such contract, the Operator, after Notice to City from the Lessee or Operator, will have no further obligation to City in regard to the Event Nights covered by the Room Block Request Notice (which shall be deemed released from the obligations hereunder), but only if such written termination notice is given by the Potential Convention Center Customer on a date less than thirty (30) months before the first Event Night. If such notice of termination is given on a date more than thirty (30) months before the first Event Night, then, unless rooms are blocked under this Agreement for such Event Nights for another City-Wide Event, the Event Nights covered by the Room Block Request Notice for such City-Wide Event will not be included in calculating the Maximum Event Night Ceiling, and City may again deliver a Room Block Request Notice in accordance with, and subject to the limitations set forth in, this Section 3.01; provided, however, Operator will have no obligation to cancel any bookings to accommodate such subsequent request (for example, as provided in Section 3.01(l), once the Maximum Event Night Ceiling has been reached the Operator is free to book rooms hereunder for such month and Operator shall not be obligated to cancel any rooms reservations for such month to accommodate a replacement block). City recognizes that the Lessee or Operator may be entitled to collect

cancellation fees from such Potential Convention Center Customer and City hereby consents thereto and agrees that City shall have no right or claim to all or any portion of such fees except as provided in the Lease. Similarly, the Lessee recognizes that City may be entitled to collect cancellation fees from such Potential Convention Center Customer pursuant to the contract between City and the Potential Convention Center Customer, if any, and the Lessee hereby consents thereto and agrees that Lessee shall have no right or claim to all or any portion of such fees.

(h) If a Potential Convention Center Customer signs a Room Block Contract with the Operator, then Operator will reserve rooms included in an Event Room Block for such customer for purchase by the persons attending the applicable event until the later of (x) the date required under the Room Block Contract executed with such Potential Convention Center Customer and (y) the sixtieth (60th) day preceding the first scheduled day of the applicable event, after which time any unbooked rooms shall be released from such Event Room Block and may be rented for the dates covered by such Event Room Block at any rate to any person Operator selects without restrictions imposed by this Agreement. If within ninety (90) days prior to the applicable event, the number of rooms actually booked is less than the number of rooms blocked, then Operator may request City to release some or all unbooked rooms and City agrees not to unreasonably withhold such consent. Furthermore, if the group history of the Potential Convention Center Customer (whether in respect of events at the Convention Center or elsewhere) reflects a pattern whereby the block of rooms reserved by such customer is greater than the actual number of rooms used, then the Operator, with the consent of City (which consent shall not unreasonably be withheld), shall have the right to block only such number of rooms which Operator, in the exercise of its professional judgment and based on such history of the customer, believes will be adequate to accommodate the number of rooms which will be actually used by such customer; provided, that such decision of the Operator shall not release or relieve Operator from providing other lodging (in accordance with industry standard for handling overbookings) if the number of rooms so blocked by Operator actually is not adequate to satisfy the actual use of rooms by the Potential Convention Center Customer (up to the amount of rooms included in the Event Room Block pursuant to the contract between Operator and such customer).

(i) Operator shall have the unrestricted right to commit up to twenty (20%) of the Available Guest Rooms on any given date (and any other rooms that are not subject to being blocked by City pursuant to this Agreement) to the Hotel's commercial or group guests. In addition, Operator shall have the unrestricted right to commit any and all rooms not subject to a room block commitment pursuant to this Agreement for any date that is less than thirty (30) months in advance; provided, however, if a 18-Month Room Block Request is delivered to Operator, Operator shall issue an Initial Offer with respect to such request only to the extent required pursuant to Sections 3.01(c)(i) and 3.01(c)(ii).

(j) If Operator has a potential booking that would not be permitted under the terms of this Agreement, Operator may by notice to City (with a copy to Lessee) request that it be entitled to make such booking. City shall have five (5) Business Days in which to respond to such request by notice to the Operator; provided, that a failure to respond shall be deemed a rejection of such request (but such deemed rejection shall not prevent Operator from making multiple requests for such release).

(k) For the avoidance of doubt, the Operator shall have the right to freely book all rooms within the Hotel on any day which the Convention Center cannot accommodate a City-Wide Event because less than one hundred fifteen thousand (115,000) square feet of

meeting or exhibit space is available on such day for use by a Potential Convention Center Customer (such determination to be made as of the time Operator makes or extends an offer to make such booking).

(l) Once the Maximum Event Night Ceiling is reached for a month, the Operator shall have the right to freely book the available rooms at the Hotel for that month, regardless of when the booking is made (e.g., it may be more than thirty (30) months in advance).

(m) Notwithstanding the foregoing, if a Potential Convention Center Customer has (i) a documented history of causing material property damage or unusually heavy wear and tear in connection with group events or (ii) poor credit or a questionable payment history, then Operator shall have the right, at its option, to include in its Initial Offer to such Potential Convention Center Customer security, damage or other deposit requirements that, in Hotel Lessee's judgment exercised in good faith, would compensate Operator and Lessee for the damage, wear and tear or failure to pay (and, notwithstanding anything in Section 3.01(d) to the contrary, but subject to resolution of any dispute described below, City shall not have the right to require Operator to deliver an Amended Offer to such Potential Convention Center Customer that does not include such security, damage or other deposit requirements); provided that (1) Operator shall provide City notice that such Potential Convention Center Customer has a documented history of causing material property damage, unusually heavy wear and tear, poor credit or questionable payment history, as applicable, and also provide notice of its intention to include such (and provide a statement of the amount of the proposed) security, damage or other deposit requirements prior to issuance of such Initial Offer and (2) in such notice Operator shall set forth in reasonable detail the basis for the Operator's conclusions. City shall have the right to reasonably challenge Lessee's conclusion that such Potential Convention Center Customer is a customer described in clauses (i) or (ii) of the first sentence of this paragraph but, for the avoidance of doubt, Operator shall be entitled to deliver an Initial Offer with such additional security, damage or other deposit requirements prior to receipt of notice of any such challenge, and if the parties subsequently agree that such additional requirements are unnecessary, City shall be entitled, if such Initial Offer remains outstanding, to require Operator to issue an amended Initial Offer omitting such requirements. City shall, to the fullest extent permitted by law, keep such conclusions confidential in accordance with Section 4.04. In the event of any such challenge by City, the parties agree to meet and confer and attempt in good faith to reach agreement as to the additional deposit requirements will be placed on any offer given to such customer.

3.02 Release of Block

(a) If the Operator desires to commit a block of more than twenty percent (20%) of the Available Guest Rooms to non-Potential Convention Center Customer business for a date more than thirty (30) months in the future, the Operator can request by Notice to City (a "Block Release Request Notice") that City release that block from this Agreement. Each Block Release Request Notice shall specify the dates as to which such request applies and the number of event night rooms to which such request applies. Within five (5) Business Days after receipt of such request, City shall deliver written notice to Operator either (i) approving such release of such requested block for such specific dates and rooms or (ii) disapproving such release. City shall be entitled to make such determination in its sole discretion, subject to Section 3.02(b) below; provided, that if the Block Release Request Notice describes a group that is proposing to contract for regularly recurring events (including on a rotating basis with other municipalities) at the Hotel and/or the Convention Center, City shall consider such request

for the release in light of the possible repeat nature of the proposed business. If City fails to either approve or disapprove such request in writing within such five (5) Business Day period, then such request shall, except as set forth in the last two (2) sentences of Section 3.02(b), be deemed denied (but such deemed denial shall not prevent Operator from making multiple requests for such release).

(b) Notwithstanding the foregoing provisions of this paragraph, City shall release the block requested in a Block Release Request Notice unless any of the following are true:

(i) A Room Block Request Notice satisfying the requirements set forth herein has been delivered that covers any of the dates reflected in the Block Release Request Notice, unless any Initial Offer or Amended Offer delivered by Operator in response thereto has expired without the execution by the Potential Convention Center Customer of a Room Block Contract with Operator or, if such a contract was executed, the same has been terminated by the customer;

(ii) The GMCVB or the City is in Active Negotiations with a Potential Convention Center Customer for a City-Wide Event that includes any of the dates covered by the Block Release Request Notice; or

(iii) The dates covered by the Block Release Request Notice have historically been booked in hotels in the City for a City-Wide Event and City reasonably concludes that the release of the block in the Hotel will jeopardize booking of such City-Wide Event.

(iv) City will provide Operator a list of known release dates on a periodic basis (not less than semi-annual) identifying all future dates the Convention Center cannot be utilized for City-wide Events due to maintenance, move in/out periods, or any other reason ("Known Release Dates"). If the City subsequently eliminates such dates from a subsequent list of Known Release Dates, such date(s) shall be subject to all applicable provisions of this Agreement, unless rooms have been booked, blocked or reserved by the Operator pursuant to a contract with a hotel customer or group (and, if such contracts are terminated, then any of the blocked rooms that were subject thereto shall no longer be considered blocked for purposes herein).

Notwithstanding anything in Section 3.02(a) to the contrary, if City fails to either approve or disapprove a request Block Release Request Notice within the five (5) Business Day period described in Section 3.02(a), and Operator reasonably believes such release is required pursuant to this Section 3.02(b), then Operator shall have the right to send a second written notice to City (which second notice shall conspicuously include the following, in capital and bold print letters: **"SECOND NOTICE FOR RELEASE OF BLOCK UNDER SECTION 3.02(b) OF ROOM BLOCK AGREEMENT; FAILURE TO RESPOND WITHIN FIVE BUSINESS DAYS SHALL BE DEEMED APPROVAL OF THE REQUESTED RELEASE"**) requesting that it be entitled to make such booking, setting forth in reasonable detail the reason such release complies with Section 3.02(b). If City fails to deliver to Operator written notice disapproving such request within five (5) Business Days of receipt of such second notice, then City shall be deemed to have approved such request.

(c) Operator shall, upon request by City following any release made pursuant to this Section 3.02, use its good faith efforts to accommodate any Event Room Block

subsequently requested covering any of the dates for which a release has been provided by City under this Section 3.02.

ARTICLE IV
ROOM BLOCK PRICING

4.01 Event Block Minimum Rates; Special Event Block Minimum Rates.

(a) The Event Block Minimum Rates and Special Event Block Minimum Rates shall be as follows:

(i) The Event Block Minimum Rate shall be an amount equal to 105% of the average group rate for the applicable period reflected in the Lessee's Initial Projected Event Block Rate Schedule or Lessee's Subsequent Projected Event Block Rate Schedule (each as defined below), as applicable.

(ii) The Special Event Block Minimum Rate shall be an amount equal to 100% of the average group rate for the applicable period reflected in the Lessee's Initial Projected Event Block Rate Schedule or Lessee's Subsequent Projected Event Block Rate Schedule (each as defined below), as applicable.

(b) Concurrent with the execution hereof, Lessee has provided to City a schedule of the projected Event Block Minimum Rate and Special Event Block Minimum Rate for the first five (5) calendar years after the Opening (the "Lessee's Initial Projected Event Block Rate Schedule"). The Lessee's Initial Projected Event Block Rate Schedule shall include a schedule for both Event Block Minimum Rates and Special Event Block Minimum Rates, and will include varying rates for room type and for periods within each applicable calendar year to account for seasonality and day of the week (e.g., Midweek, Weekend). The rates for each such year included in Lessee's Initial Projected Event Block Rate Schedule shall represent Lessee's good faith forecast of the rates that will be included in the pro forma budget for the operation of the Hotel for such year and are the projections and forecasts being used by Lessee in making its decisions, and planning for, bookings in the operation of the Hotel and the conduct of Lessee's business generally.

(c) By no later than January 1 of each year commencing after the date hereof, Lessee shall provide City a schedule of the projected Event Block Minimum Rate and Special Event Block Minimum Rate for the ensuing five (5) calendar year period (each such schedule, an "Lessee's Subsequent Projected Event Block Rate Schedule"). The rates (x) for the first twelve (12) months covered by the Lessee's Subsequent Projected Event Block Rate Schedule shall be those set forth in the pro forma operating budget for the Hotel for such 12-month period that has been approved by Lessee and Operator, and (y) for each other year covered thereby shall represent Lessee's and Operator's then-current good faith forecast of the rates that Lessee and Operator project will be included in the actual pro forma budget adopted for the operation of the Hotel for such years and are the forecasts and projections being used by Lessee in making its decisions, and planning for, bookings in the operation of the Hotel and the conduct of Lessee's business generally. For each year, subsequent to January 1, Lessee may deliver one (1) updated Lessee's Subsequent Projected Event Block Rate Schedule, which will replace the Lessee's Subsequent Projected Event Block Rate Schedule previously delivered for such year.

(d) Each of the Lessee's Initial Projected Event Block Rate Schedule and each Lessee's Subsequent Projected Rate Schedule shall, when delivered to City, be accompanied by (i) reasonable evidence that the same has been approved by both Lessee and Operator, and (ii) a certification from Lessee to City indicating that the Event Block Minimum Rate and Special Event Block Minimum Rate for each year set forth therein represents (x) for the first twelve (12) months covered thereby those set forth in the Lessee's pro forma operating budget for such 12-month period that has been approved by Lessee and Operator, and (y) for each other year covered thereby, Lessee's and Operator's good faith forecast of the rates that Lessee and Operator project will be included in the actual pro forma budget adopted for the operation of the Hotel for such year and are the forecasts and projections actually being used by Lessee in making its decisions, and planning for, bookings in the operation of the Hotel and the conduct of Lessee's business generally.

(e) The rates reflected in the Lessee's Initial Projected Event Block Rate Schedule and each of the Lessee's Subsequent Projected Event Block Rate Schedules, as increased up to one hundred and five percent (105%) of such rates, shall be the "Event Block Minimum Rate" for each of the five (5) years covered by, as applicable, the Lessee's Initial Projected Event Block Rate Schedule or the then current Lessee's Subsequent Projected Event Block Rate Schedule. The rates reflected in the Lessee's Initial Projected Event Block Rate Schedule and each of the Lessee's Subsequent Projected Event Block Rate Schedules, at one hundred percent (100%) of such rates, shall be the "Special Event Block Minimum Rate" for each of the five (5) years covered by, as applicable, the Lessee's Initial Projected Event Block Rate Schedule or the then current Lessee's Subsequent Projected Event Block Rate Schedule.

(i) The parties recognize that the Event Block Minimum Rate and Special Event Block Minimum Rate may change each year (but only once per year and then only with the issuance of the Lessee's Subsequent Projected Event Block Rate Schedule), it being understood that each Lessee's Subsequent Projected Event Block Rate Schedule (and the rates reflected therein) shall supersede all previously issued Lessee's Subsequent Projected Event Block Rate Schedules even though the same relate to the same years (the following is an example of the "rolling" nature of the determination of the Event Block Minimum Rate: assume that the Lessee issues, on December 1, 2020, an Lessee's Subsequent Projected Event Block Rate Schedule. That schedule will cover the period commencing January 1, 2021 and ending December 31, 2025 [the "2021 Schedule"]. Then assume that on December 1, 2021, Lessee issues a Lessee's Subsequent Projected Event Block Rate Schedule. That schedule will cover the period commencing January 1, 2022 and ending on December 31, 2026 [the "2022 Schedule"]. The 2022 Schedule will, as to any Block Notice issued on or after January 1, 2022, supersede the 2021 Schedule and all prior schedules covering the years 2022, 2023, 2024 and 2025 and shall govern the determination of the Event Block Rate with respect to such Block Notice).

(ii) If a Block Notice is issued for a City-Wide Event where the first Event Night will occur on a date in a calendar year that is not covered by the then current Lessee's Subsequent Projected Event Block Rate Schedule (i.e., the date of such first Event Night is beyond the five (5) year period covered by the then current Lessee's Subsequent Projected Event Block Rate Schedule), the Event Block Rate reflected in the then current Lessee's Subsequent Projected Event Block Rate Schedule shall be used but shall be adjusted by an usual and customary industry inflation factor as reasonably agreed upon by Lessee, Operator and City.

4.02 General Matters Regarding Rates. All rates described are for single rooms. Double occupancy rooms may be quoted at a rate not greater than twenty percent (20%) above the single room rates. Triple and quad occupancy rooms may be quoted at rates with an increase of not greater than thirty percent (30%) above the single room rates. Suites may be quoted with an increase above standard room rates consistent with market practice, as reasonably determined by the Operator.

4.03 Confidentiality. Subject to its obligations under the Florida Public Records Act (the "Public Records Act") in force in the State of Florida from time to time, City will not disclose any Initial Offer or Amended Offer, any information provided by Operator under Section 3.01(m) or any information obtained pursuant to Section 4.01 to any person or entity other than (i) its employees, accountants, counsel and other consultants who have a need to know such information, (ii) the Lessee and its officers, directors, employees, accountants, counsel and other consultants, (iii) the Lessee's existing and proposed lenders, (iv) Operator and its officers, directors, employees, accountants, counsel and other consultants, (v) prospective purchasers of the Hotel or (vi) in connection with any legal proceeding (or alternative dispute resolution procedure) between City and Lessee and/or Operator, provided that City shall use reasonable efforts to obtain confidential treatment of same. Neither Lessee nor Operator will disclose any information provided by City to Lessee or Operator hereunder to any person or entity other than (1) their respective affiliates, and the employees, accountants, counsel and other consultants of Lessee, Operator and their respective affiliates who have a need to know such information and their respective partners, members, shareholders, and other holders of direct or indirect beneficial interests in Lessee or Operator, (2) the Lessee's existing and proposed lenders and investors and any proposed replacement Operator, (3) prospective purchasers of the Hotel or (4) in connection with any legal proceeding (or alternative dispute resolution procedure) between City and Lessee and/or Operator, provided that Lessee and Operator shall use reasonable efforts to obtain confidential treatment of same.

(a) Subject to City's obligations under the Public Records Act, City shall use its good faith efforts to provide timely written notice to Lessee and Operator of any request received by City pursuant to the Public Records Act requesting information held by City to which Lessee or Operator may assert "confidential business information" or "trade secret" status under the Public Records Act, all for the purpose of providing Lessee and Operator an opportunity to seek to protect such information from disclosure by timely filing an appropriate action in a court of competent jurisdiction seeking non-disclosure of the requested information.

ARTICLE V
STANDARDS OF HOTEL OPERATION

5.01 Standards. At all times during the term of this Agreement, the Lessee shall, to the extent the Hotel is being operated (or, pursuant to the Lease, required to be operated), cause the Operator to operate and manage the Hotel in accordance with the Management Agreement and (to the extent the Hotel is required to be operated pursuant to the Lease) the applicable provisions of the Lease. At all times when there is no Management Agreement, Lessee shall, to the extent the Hotel is being operated, operate, or cause an Operator to operate, the Hotel in a manner generally consistent with the general physical and service standards applicable to other upscale convention center hotels and (to the extent the Hotel is required to be operated pursuant to the Lease) in accordance with the applicable provisions of the Lease.

ARTICLE VI
STANDARDS OF CENTER OPERATION

6.01. Standards. During the Term, City shall operate and maintain the Convention Center to at least the standard of quality consistent with the principal convention centers operated in Orlando, Atlanta, New Orleans, Dallas, Houston, Boston, Chicago, San Francisco, San Diego and Los Angeles, as of the Effective Date (the "Standard of Operation").

ARTICLE VII
NO LIABILITY FOR PROPOSED CONVENTION CENTER CUSTOMER; LESSEE RESPONSIBILITY TO CAUSE OPERATOR TO PERFORM; INDEMNITY

7.01 No Liability to City. In no event shall City be in any way responsible or liable for the performance by any Potential Convention Center Customer of its obligations under its contract with the Lessee or Operator or for any charges, liabilities or other sums owed by, or liabilities of, such Potential Convention Center Customer (or for those for whom it blocks rooms) to either Lessee or Operator.

7.02 Lessee and Operator Responsibility; Authority to Grant Consents and Make Decisions. Lessee shall cause Operator to perform all of the covenants and agreements of the Operator under this Agreement, and to cause the Operator to observe all of the covenants and agreements of Operator hereunder, and by entering into a Management Agreement Operator shall, notwithstanding any contrary provision of its Management Agreement, be directly responsible to City for the performance of the Operator's obligations hereunder. Furthermore, all actions, consents, decisions, elections, offers, and determinations made hereunder by the Operator with respect to covenants and obligations of the Operator under this Agreement shall be binding upon both Lessee and Operator for purposes of this Agreement. As of the Effective Date, Lessee has delegated the performance of the obligations and rights assigned to the Operator hereunder to the Initial Hotel Operator under a Management Agreement (for so long as the same remains in effect) and, upon its termination, shall delegate any or all of such responsibilities hereunder to any subsequent Operator pursuant to a subsequent Management Agreement, but no such delegation shall release or relieve Lessee from its obligation to perform, or cause to be performed, all of its covenants and agreements set forth herein.

All consents, decisions, waivers, and determinations to be made or given hereunder by City may be made and given by the City Manager (or any person designated from time to time by the City Manager by Notice to Lessee and Operator) and no inference to the contrary shall be made because the defined term "City" is used in some places in this Agreement and the phrase "City Manager" is used in others.

7.03. Indemnification. The Lessee shall indemnify, defend 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 Room Block Agreement by the Lessee, Operator, or their respective employees, agents, partners, principals or subcontractors. The Lessee 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 above indemnification provisions shall survive the expiration or termination of this Agreement.

ARTICLE VIII
EVENTS OF DEFAULT

8.01 Default. A default under the terms of this Agreement shall occur if any party hereto shall default in the performance of any of the terms, conditions or covenants contained in this Agreement to be performed or observed by it, and such party does not remedy such default within thirty (30) days after Notice or, if the default is of such character as to require more than thirty (30) days to remedy, then if such party fails to commence to cure and correct the default within said thirty (30) day period and thereafter prosecute such corrective action diligently and without interruption and complete the cure thereof within ninety (90) days following the original Notice of such default (an "Event of Default"). Notwithstanding the foregoing, the failure of Lessee or Operator to comply with the provisions of Article III hereof within the time frames set forth therein shall, if not cured within three (3) Business Days following written notice from City to Lessee and Operator, constitute an Event of Default by Lessee hereunder without the need of any additional Notice and without any further opportunity to cure such Event of Default. All Notices of default shall be provided to Lessee and to Operator and shall also be given to Lessee's mortgagee (provided such mortgagee has provided Notice to City of its name and address where Notices to it hereunder are to be sent).

8.02 Remedies. If an Event of Default shall have occurred because of a breach of any provision hereof by City, on the one hand, or Lessee on the other hand then the nondefaulting party shall have the right, at any time after the occurrence of said Event of Default to (i) initiate and thereafter prosecute an action in equity for the specific performance of any covenants or obligations to be performed by the defaulting party hereunder (City shall also have the right to seek and obtain an order of specific performance against the Operator so as to compel Operator, in its capacity as such under the Management Agreement, to comply herewith) or (ii) exercise such other rights as shall be available at law or in equity. In no event, however, shall this Agreement be terminated due to an Event of Default (provided that the foregoing shall not limit the provisions of Section 2.02).

Each party acknowledges and agrees that its covenants, obligations and agreements set forth in this Agreement are a material and fundamental inducement to the City in executing and delivering the Lease and any other agreements referenced therein, such that actual damages may not be an adequate remedy at law for the breach hereof by City, the Lessee or the Operator. Accordingly, any party shall be entitled to seek relief mandating action by City, the Lessee and/or Operator hereunder in accordance with this Agreement. In addition, each party recognizes and agrees that monetary damages could not be calculated to compensate the other party for any breach by the defaulting party of the covenants and agreements contained in this Agreement. Each party may restrain and enjoin any breach or threatened breach of any covenant, duty or obligation of the other party contained in this Agreement without the necessity of (i) posting a bond or other security, (ii) any showing of irreparable harm, balance of harms, consideration of public interest or the inadequacy of monetary damages as a remedy, or (iii) that the administration of an order for injunctive relief would be impracticable. In the event of any breach or threatened breach of any covenant, duty or obligation contained in this Agreement, the party breaching (or threatening breach) stipulates and agrees that the balance of hardships which weigh in favor of injunctive relief and that non-breaching party may seek and obtain

injunctive or other form of ancillary relief from a court of competent jurisdiction in order to maintain the status quo and enforce the terms of this Agreement on an interim basis pending the outcome of the dispute or controversy hereunder.

Lessee agrees to include in each Management Agreement a provision similar to the foregoing whereby the Operator makes such agreements to Lessee with respect hereto and specifically agrees that City shall have the right to specifically enforce against the Operator the provisions of this Agreement.

8.03 Lessee's Reservation of Rights. Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall in no way limit Lessee's or Operator's rights and remedies against a Potential Convention Center Customer resulting from such Potential Convention Center Customer's default under a contract with Lessee or Operator.

ARTICLE IX
ADDITIONAL PROVISIONS

9.01 Exculpation. The liability of Lessee (and of any successor "Lessee") under this Agreement shall be limited to its interest in the Hotel. City agrees that none of the Lessee's or Operator's direct or indirect partners, members, managers, joint venturers, shareholders, directors, officers, agents and employees shall have any personal liability with respect to, or arising out of, this Agreement. In no event shall any officer, director, agent, or consultant of City, nor any employee or public official of the City, ever have any personal liability with respect to or arising out of this Agreement.

Nothing within this Section 9.01 shall limit the right of any party to seek specific performance of the terms and provisions of this Agreement as provided in Article VIII.

9.02 Miscellaneous. If any term of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term shall not be affected thereby. This Agreement may be changed, waived, modified or supplemented only by an instrument in writing signed by Lessee and City. The headings in this Agreement are for purposes of reference only and shall not limit or define the meaning hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.

9.03 Estoppel Certificate. Within ten (10) Business Days after request therefor by any party hereto or by Operator or by the holder of any loan made to Lessee or Operator, the other party(ies) and Operator shall execute and deliver to the requesting party a statement in writing and reasonably satisfactory to the requesting party and directed to the requesting party (and, if requested, to the holder of any loan made to Lessee or Operator) certifying to such factual matters as may be reasonably requested by such requesting party, including without limitation (if such be the case) that (a) this Agreement is unmodified and in full force and effect, (b) to the certifying party's knowledge the requesting party is not in default hereunder or, if in default, the nature thereof in reasonable detail, and (c) there are no defenses or offsets to the Agreement claimed by the other party.

9.04 Notices. Each Notice to be provided or given hereunder must be in writing (in some instances in this Agreement the words "written Notice" or "notice in writing" may be used and in others simply the word "Notice" or "notice" may be used; no inference is to be drawn therefrom as all Notices must be in writing) and must be delivered or provided in one of the following methods: (a) certified mail, return receipt requested, postage pre-paid and addressed

to the party to whom such Notice is intended to be delivered; or (b) personal delivery to the addressee by courier or other means of hand delivery. Notice delivered by certified mail pursuant hereto shall be effectively given and received on the third (3rd) business day following deposit of the same in the United States Mail, postage pre-paid, addressed properly to the party to whom such notice intended. Notice by personal delivery shall be effectively given and received upon acceptance thereof by the addressee as confirmed in writing by a receipt executed by and retained by the party delivering such Notice.

to City:	City of Miami Beach 1700 Convention Center Drive _____ Miami Beach, Florida 33139 Attention: _____
with a copy to:	City Attorney's Office City of Miami Beach 1700 Convention Center Drive, 4th Floor Miami Beach, Florida 33139
to the Lessee:	
with a copy to:	
to the Operator:	

Any mortgagee, trustee or beneficiary under any mortgage or deed of trust on the Hotel may by Notice to the parties set forth hereinabove designate an address to which Notices to it hereunder shall be sent. Any such party may from time to time by Notice as herein provided, designate a different address to which Notices to it shall be sent.

9.05 Transfer of Lessee's or Operator's Interest.

(a) In the event of the sale, assignment or transfer by Lessee of its fee interest in the Hotel Site (other than a collateral assignment to secure a debt of Lessee) to a successor in interest (who shall, upon acceptance of title to or an interest in the Hotel Site or any part thereof, be deemed to have assumed the obligations of Lessee hereunder arising from

and after the date of such acceptance), the transferring Lessee shall be released or discharged from all of its covenants and obligations hereunder, except such obligations as shall have accrued prior to any such sale, assignment or transfer; and City agrees to look solely to such successor in interest of Lessee for performance of such subsequently occurring obligations. Notwithstanding the provisions of the preceding sentence, any successor Lessee hereunder shall in all respects be obligated to honor any contract or agreement previously executed with a Potential Convention Center Customer in accordance with its terms and shall be bound by any outstanding Initial Offers or Amended Offers, each Room Block Request Notice and the Event Rate then in effect subject to and in accordance with the provisions of Article III.

(b) In the event that the Management Agreement with any Operator shall expire or terminate for any reason then the Operator under such Management Agreement shall be relieved from any obligations arising hereunder from and after the date upon which, as a consequence thereof, such Operator is no longer operating the Hotel. Lessee shall be obligated to secure the written consent and agreement of any replacement third-party Operator to comply with all of the terms, provisions and conditions set forth herein; provided, that, a failure by the Lessee to do so shall in no way release or relieve Lessee or any such third-party replacement Operator from performing the obligations of the Lessee and Operator hereunder.

9.06 Superiority of Agreement; Covenant Running with the Hotel Site. The provisions of this Agreement shall constitute a restrictive covenant running with the Hotel Site binding upon each Lessee thereof, and any and all operators or managers of the improvements thereon, and each and every other person or entity claiming or holding any interest in the Hotel Site, shall inure to the benefit of the City, and shall apply to any hotel now or hereafter located on the Hotel Site, or any portion thereof.

9.07 Gender; Singular and Plural. As used herein, the neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes a corporation, partnership or other legal entity when the context so requires. The singular number includes the plural, and vice versa, whenever the context so requires.

9.08 Nature and Extent of Agreement. This Agreement contains the complete agreement of the parties regarding the terms and conditions of the Agreement. There are no oral or written conditions, terms, understandings or other agreements pertaining to the room block arrangements which have not been incorporated herein.

9.09 Governing Law. This Agreement shall be governed as to performance, interpretation and jurisdiction by the laws of the State of Florida, without regard to conflicts of law rules. 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 be in Miami-Dade County, Florida.

9.10 Binding Effect. Subject to express provisions hereof to the contrary, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns during the Term hereof. Furthermore, and notwithstanding any provision hereof to the contrary, (a) the City is an express, intended, third party beneficiary of the obligations, duties and covenants of the Lessee hereunder, (b) the City has the right to enforce all of the covenants, obligations and agreements of the Lessee hereunder, (c) City may at any time, without the need of prior notice to or consent from the

Lessee, assign this Agreement to the City or to any other entity designated by the City (provided that no such assignment shall be effective against Lessee until Notice thereof is provided to Lessee, and provided further that the City expressly assumes all of the obligations of City hereunder and agrees to be bound by the terms and provisions of this Agreement) and (d) this Agreement shall automatically be deemed assigned and transferred to the City upon any dissolution of City (but only if the City expressly assumes all of the obligations of City arising hereunder from and after the date of such assignment [and not attributable to a default by City arising prior to the date of such assignment or transfer] and agrees to be bound by the terms and provisions of this Agreement). In addition, the Operator shall be an express third party beneficiary of the obligations, duties and covenants of City hereunder.

(signature pages to follow)

Each of the parties hereto have caused this Agreement to be duly executed by their lawfully authorized representatives effective as of the Effective Date.

Lessee:

Portman Miami Beach, LLC

By:_____
Name:_____
Title:_____

CITY OF MIAMI BEACH, FLORIDA

By: _____
Philip Levine
Mayor

Approved for form and legal sufficiency

By: _____
City Attorney

ATTEST

By: _____
City Clerk

EXHIBIT A
HOTEL SITE

See Exhibit D to Development and Ground Lease Agreement

EXHIBIT "M"

OWNERSHIP INTERESTS IN LESSEE

Portman Holdings, LLC

EXHIBIT "N"

UNIFORM SYSTEM SUMMARY OF OPERATING STATEMENT

(See attached pages)

Miami Beach Convention Center Hotel

800 Keys

Subject Property	Year 1				Year 2				Year 3				Year 4				Year 5			
	Amount				Amount	Growth			Amount	Growth			Amount	Growth			Amount	Growth		
Occupancy %	70.0%				75.5%	7.9%			78.0%	3.3%			79.5%	1.9%			79.5%	0.0%		
ADR	$259.30				$284.65				$311.61				$324.80				$333.80	3.0%		
RevPAR	$181.51				$214.91	18.4%			$243.06	13.1%			$257.64	6.0%			$265.37	3.0%		
Total RevPAR	$286.68				$337.36				$378.86				$399.57				$411.64			
Occupied Rooms	204,400				220,460				227,760				232,140				232,140			
Available Rooms	292,000				292,000				292,000				292,000				292,000			
Operating Revenues	Amount	POR	PAR	%	Amount	POR	PAR	%	Amount	POR	PAR	%	Amount	POR	PAR	%	Amount	POR	PAR	%
Rooms	53,000,307	259.30	181.51	63.3%	62,753,851	284.65	214.91	0.0%	70,973,227	311.61	243.06	64.2%	75,232,268	324.08	257.64	64.5%	77,489,236	333.80	265.37	64.5%
Combined F&B	26,572,000	130.00	91.00	31.7%	30,423,480	138.00	104.19	0.0%	33,879,300	148.75	116.03	30.6%	35,401,350	152.50	121.24	30.3%	36,463,391	157.08	124.87	30.3%
Spa	306,600	1.50	1.05	0.4%	1,157,415	5.25	3.96	0.0%	1,366,560	6.00	4.68	1.2%	1,450,875	6.25	4.97	1.2%	1,520,517	6.55	5.21	1.3%
Telecommunications	592,760	2.90	2.03	0.7%	617,288	2.80	2.11	0.0%	642,283	2.82	2.20	0.6%	659,278	2.84	2.26	0.6%	679,056	2.93	2.33	0.6%
Minor Operating Departments	684,740	3.35	2.35	0.8%	760,697	3.45	2.61	0.0%	808,548	3.55	2.77	0.7%	842,668	3.63	2.89	0.7%	867,948	3.74	2.97	0.7%
Parking Garage	1,931,580	9.45	6.62	2.3%	2,145,847	9.73	7.35	0.0%	2,283,409	10.03	7.82	2.1%	2,397,140	10.33	8.21	2.1%	2,469,055	10.64	8.46	2.1%
Rentals & Other Income	623,420	3.05	2.14	0.7%	650,357	2.95	2.23	0.0%	674,170	2.96	2.31	0.6%	689,456	2.97	2.36	0.6%	710,139	3.06	2.43	0.6%
Total Operating Revenues	83,711,407	409.55	286.68	100.0%	98,508,935	446.83	337.36	100.0%	110,627,497	485.72	378.86	100.0%	116,673,035	502.60	399.57	100.0%	120,199,342	517.79	411.64	100.0%
Departmental Expenses																				
Rooms	12,621,700	61.75	43.23	23.8%	14,043,302	63.70	48.09	22.4%	15,100,488	66.30	51.71	21.3%	15,808,734	68.10	54.14	21.0%	16,282,996	70.14	55.76	21.0%
Combined F&B	14,614,600	71.50	50.05	55.0%	16,185,291	73.42	55.43	53.2%	17,684,995	77.65	60.57	52.2%	18,408,702	79.30	63.04	52.0%	18,960,963	81.68	64.93	52.0%
Spa	398,580	1.95	1.37	130.0%	1,099,544	4.99	3.77	95.0%	1,270,901	5.58	4.35	93.0%	1,347,863	5.81	4.62	92.9%	1,414,081	6.09	4.84	93.0%
Telecommunications	770,588	3.77	2.64	130.0%	790,129	3.58	2.71	128.0%	770,740	3.38	2.64	120.0%	791,133	3.41	2.71	120.0%	814,867	3.51	2.79	120.0%
Minor Operating Departments	684,740	3.35	2.35	100.0%	730,269	3.31	2.50	96.0%	768,121	3.37	2.63	95.0%	792,108	3.41	2.71	94.0%	815,871	3.51	2.79	94.0%
Parking Garage	1,062,369	5.20	3.64	55.0%	1,180,216	5.35	4.04	55.0%	1,255,875	5.51	4.30	55.0%	1,318,427	5.68	4.52	55.0%	1,357,980	5.85	4.65	55.0%
Total Departmental Expenses	30,152,577	147.52	103.26	36.0%	34,028,752	154.35	116.54	34.5%	36,851,119	161.80	126.20	33.3%	38,466,967	165.71	131.74	33.0%	39,646,758	170.79	135.78	33.0%
Departmental Profit	53,558,830	262.03	183.42	64.0%	64,480,184	292.48	220.82	65.5%	73,776,378	323.92	252.66	66.7%	78,206,067	336.89	267.83	67.0%	80,552,583	347.00	275.87	67.0%
Operating Expenses																				
Administrative and General	5,372,800	26.29	18.40	6.4%	5,810,800	26.36	19.90	5.9%	6,190,400	27.18	21.20	5.6%	6,453,200	27.80	22.10	5.5%	6,646,796	28.63	22.76	5.5%
Sales and Marketing	4,380,000	21.43	15.00	5.2%	4,774,200	21.66	16.35	4.8%	5,066,200	22.24	17.35	4.6%	5,314,400	22.89	18.20	4.6%	5,473,832	23.58	18.75	4.6%
Utilities	3,197,400	15.64	10.95	3.8%	3,337,560	15.14	11.43	3.4%	3,474,800	15.26	11.90	3.1%	3,620,800	15.60	12.40	3.1%	3,729,424	16.07	12.77	3.1%
Property Operations and Maintenance	3,431,000	16.79	11.75	4.1%	3,547,800	16.09	12.15	3.6%	3,649,000	16.02	12.50	3.3%	3,758,470	16.19	12.87	3.2%	3,871,224	16.68	13.26	3.2%
Program Fee	2,120,012	10.37	7.26	2.5%	2,510,154	11.39	8.60	2.5%	2,838,929	12.46	9.72	2.6%	3,009,291	12.96	10.31	2.6%	3,099,569	13.35	10.61	2.6%
Total Undistributed Expenses	18,501,212	90.51	63.36	22.1%	19,980,514	90.63	68.43	20.3%	21,219,329	93.17	72.67	19.2%	22,156,161	95.44	75.88	19.0%	22,820,846	98.31	78.15	19.0%
Gross Operating Profit	35,057,618	171.51	120.06	41.9%	44,499,670	201.85	152.40	45.2%	52,557,049	230.76	179.99	47.5%	56,049,907	241.45	191.95	48.0%	57,731,738	248.69	197.71	48.0%
Base Management Fees	2,511,342	12.29	8.60	3.0%	2,955,268	13.41	10.12	3.0%	3,318,825	14.57	11.37	3.0%	3,500,191	15.08	11.99	3.0%	3,605,980	15.53	12.35	3.0%
Incentive Management Fees	-	0.00	0.00	0.0%	-	0.00	0.00	0.0%	-	0.00	0.00	0.0%	-	0.00	0.00	0.0%	-	0.00	0.00	0.0%
Income Before Fixed Expenses	32,546,275	159.23	111.46	38.9%	41,544,402	188.44	142.28	42.2%	49,238,224	216.18	168.62	44.5%	52,549,716	226.37	179.96	45.0%	54,125,757	233.16	185.36	45.0%
Non-Operating Income/Expenses																				
Real Estate Taxes	3,432,913	16.80	11.76	4.1%	3,542,021	16.07	12.13	3.6%	3,654,649	16.05	12.52	3.3%	3,770,912	16.24	12.91	3.2%	3,890,930	16.76	13.33	3.2%
Insurance	1,674,228	8.19	5.73	2.0%	1,724,455	7.82	5.91	1.8%	1,776,189	7.80	6.08	1.6%	1,829,474	7.88	6.27	1.6%	1,884,359	8.12	6.45	1.6%
Leasehold Payment	837,114	4.10	2.87	1.0%	1,773,161	8.04	6.07	1.8%	3,318,825	14.57	11.37	3.0%	4,666,921	20.10	15.98	4.0%	4,807,974	20.71	16.47	4.0%
Lease Sales Tax/Governmental Payment (1)	23,087	0.11	0.08	0.0%	48,750	0.22	0.17	0.0%	90,954	0.40	0.31	0.1%	127,483	0.55	0.44	0.1%	130,900	0.56	0.45	0.1%
Asset Management Fee	627,836	3.07	2.15	0.8%	738,817	3.35	2.53	0.8%	829,706	3.64	2.84	0.8%	875,048	3.77	3.00	0.8%	901,495	3.88	3.09	0.8%
Total Non-Operating Income/Expenses	6,595,178	32.27	22.59	7.9%	7,827,204	35.50	26.81	7.9%	9,670,323	42.46	33.12	8.7%	11,269,839	48.55	38.60	9.7%	11,615,657	50.04	39.78	9.7%
EBITDA	25,951,097	126.96	88.87	31.0%	33,717,198	152.94	115.47	34.2%	39,567,902	173.73	135.51	35.8%	41,279,877	177.82	141.37	35.4%	42,510,100	183.12	145.58	35.4%
Replacement Reserve	1,674,228	8.19	5.73	2.0%	2,955,268	13.41	10.12	3.0%	4,425,100	19.43	15.15	4.0%	4,666,921	20.10	15.98	4.0%	4,807,974	20.71	16.47	4.0%
EBITDA Less Replacement Reserve	24,276,869	118.77	83.14	29.0%	30,761,930	139.54	105.35	31.2%	35,142,802	154.30	120.35	31.8%	36,612,956	157.72	125.39	31.4%	37,702,127	162.41	129.12	31.4%

The projections, estimates and forecasts contained herein (collectively, the "Estimates") are based solely upon information based on good faith assumptions regarding the operation of the project during the time periods herein set forth. Portman Holdings cannot and does not warrant, represent or guarantee the accuracy of the Estimates or the economic results of the operation of the project, and Portman does not undertake any obligation to update or supplement the Estimates subsequent to the initial date of delivery. Any and all such representations, warranties and/or guarantees (verbal, written, express or implied) are hereby disclaimed. Neither the content of the Estimates nor Portman's delivery hereof shall confer upon the recipient any right whatsoever to rely upon the information and data contained herein.

(1) Comprised of (a) 7.0% sale tax paid on Annual Leasehold Payments of proportion of Non-Guestroom Areas at Property required by Miami-Dade County and (b) Annual P3 Partnership Leasehold taxes required by the State of Florida.

Year 6				Year 7				Year 8				Year 9				Year 10			
Amount	Growth			Amount	Growth			Amount	Growth			Amount	Growth			Amount	Growth		
79.5%	0.0%			79.5%	0.0%			79.5%	0.0%			79.5%	0.0%			79.5%	0.0%		
$343.82	3.0%			$354.13	3.0%			$364.76	3.0%			$375.70	3.0%			$386.97	3.0%		
$273.34	3.0%			$281.54	3.0%			$289.98	3.0%			$298.68	3.0%			$307.64	3.0%		
$423.99				$436.71				$449.81				$463.31				$477.21			
232,140				232,140				232,140				232,140				232,140			
292,000				292,000				292,000				292,000				292,000			
Amount	POR	PAR	%	Amount	POR	PAR	%	Amount	POR	PAR	%	Amount	POR	PAR	%	Amount	POR	PAR	%
79,813,913	343.82	273.34	64.5%	82,208,330	354.13	281.54	64.5%	84,674,580	364.76	289.98	64.5%	87,214,818	375.70	298.68	64.5%	89,831,262	386.97	307.64	64.5%
37,557,292	161.79	128.62	30.3%	38,684,011	166.64	132.48	30.3%	39,844,531	171.64	136.45	30.3%	41,039,867	176.79	140.55	30.3%	42,271,063	182.09	144.76	30.3%
1,566,133	6.75	5.36	1.3%	1,613,116	6.95	5.52	1.3%	1,661,510	7.16	5.69	1.3%	1,711,355	7.37	5.86	1.3%	1,762,696	7.59	6.04	1.3%
699,428	3.01	2.40	0.6%	720,410	3.10	2.47	0.6%	742,023	3.20	2.54	0.6%	764,283	3.29	2.62	0.6%	787,212	3.39	2.70	0.6%
893,987	3.85	3.06	0.7%	920,806	3.97	3.15	0.7%	948,430	4.09	3.25	0.7%	976,883	4.21	3.35	0.7%	1,006,190	4.33	3.45	0.7%
2,543,126	10.96	8.71	2.1%	2,619,420	11.28	8.97	2.1%	2,698,003	11.62	9.24	2.1%	2,778,943	11.97	9.52	2.1%	2,862,311	12.33	9.80	2.1%
731,444	3.15	2.50	0.6%	753,387	3.25	2.58	0.6%	775,989	3.34	2.66	0.6%	799,268	3.44	2.74	0.6%	823,246	3.55	2.82	0.6%
123,805,322	**533.32**	**423.99**	**100.0%**	**127,519,481**	**549.32**	**436.71**	**100.0%**	**131,345,066**	**565.80**	**449.81**	**100.0%**	**135,285,418**	**582.78**	**463.31**	**100.0%**	**139,343,980**	**600.26**	**477.21**	**100.0%**
16,771,486	72.25	57.44	21.0%	17,274,630	74.41	59.16	21.0%	17,792,869	76.65	60.93	21.0%	18,326,655	78.95	62.76	21.0%	18,876,455	81.31	64.65	21.0%
19,529,792	84.13	66.88	52.0%	20,115,686	86.65	68.89	52.0%	20,719,156	89.25	70.96	52.0%	21,340,731	91.93	73.08	52.0%	21,980,953	94.69	75.28	52.0%
1,456,503	6.27	4.99	93.0%	1,500,198	6.46	5.14	93.0%	1,545,204	6.66	5.29	93.0%	1,591,560	6.86	5.45	93.0%	1,639,307	7.06	5.61	93.0%
839,313	3.62	2.87	120.0%	864,493	3.72	2.96	120.0%	890,427	3.84	3.05	120.0%	917,140	3.95	3.14	120.0%	944,654	4.07	3.24	120.0%
840,347	3.62	2.88	94.0%	865,558	3.73	2.96	94.0%	891,525	3.84	3.05	94.0%	918,270	3.96	3.14	94.0%	945,819	4.07	3.24	94.0%
1,398,719	6.03	4.79	55.0%	1,440,681	6.21	4.93	55.0%	1,483,901	6.39	5.08	55.0%	1,528,418	6.58	5.23	55.0%	1,574,271	6.78	5.39	55.0%
40,836,161	**175.91**	**139.85**	**33.0%**	**42,061,246**	**181.19**	**144.05**	**33.0%**	**43,323,083**	**186.62**	**148.37**	**33.0%**	**44,622,776**	**192.22**	**152.82**	**33.0%**	**45,961,459**	**197.99**	**157.40**	**33.0%**
82,969,161	**357.41**	**284.14**	**67.0%**	**85,458,235**	**368.13**	**292.67**	**67.0%**	**88,021,983**	**379.18**	**301.45**	**67.0%**	**90,662,642**	**390.55**	**310.49**	**67.0%**	**93,382,521**	**402.27**	**319.80**	**67.0%**
6,846,200	29.49	23.45	5.5%	7,051,586	30.38	24.15	5.5%	7,263,133	31.29	24.87	5.5%	7,481,027	32.23	25.62	5.5%	7,705,458	33.19	26.39	5.5%
5,638,047	24.29	19.31	4.6%	5,807,188	25.02	19.89	4.6%	5,981,404	25.77	20.48	4.6%	6,160,846	26.54	21.10	4.6%	6,345,672	27.34	21.73	4.6%
3,841,307	16.55	13.16	3.1%	3,956,546	17.04	13.55	3.1%	4,075,242	17.56	13.96	3.1%	4,197,500	18.08	14.37	3.1%	4,323,425	18.62	14.81	3.1%
3,987,361	17.18	13.66	3.2%	4,106,982	17.69	14.07	3.2%	4,230,191	18.22	14.49	3.2%	4,357,097	18.77	14.92	3.2%	4,487,810	19.33	15.37	3.2%
3,192,557	13.75	10.93	2.6%	3,288,333	14.17	11.26	2.6%	3,386,983	14.59	11.60	2.6%	3,488,593	15.03	11.95	2.6%	3,593,250	15.48	12.31	2.6%
23,505,471	**101.26**	**80.50**	**19.0%**	**24,210,635**	**104.29**	**82.91**	**19.0%**	**24,936,954**	**107.42**	**85.40**	**19.0%**	**25,685,063**	**110.64**	**87.96**	**19.0%**	**26,455,615**	**113.96**	**90.60**	**19.0%**
59,463,690	**256.15**	**203.64**	**48.0%**	**61,247,600**	**263.84**	**209.75**	**48.0%**	**63,085,028**	**271.75**	**216.04**	**48.0%**	**64,977,579**	**279.91**	**222.53**	**48.0%**	**66,926,907**	**288.30**	**229.20**	**48.0%**
3,714,160	16.00	12.72	3.0%	3,825,584	16.48	13.10	3.0%	3,940,352	16.97	13.49	3.0%	4,058,563	17.48	13.90	3.0%	4,180,319	18.01	14.32	3.0%
-	0.00	0.00	0.0%	-	0.00	0.00	0.0%	105,255	0.45	0.36	0.1%	309,880	1.33	1.06	0.2%	520,595	2.24	1.78	0.4%
55,749,530	**240.15**	**190.92**	**45.0%**	**57,422,016**	**247.36**	**196.65**	**45.0%**	**59,039,422**	**254.33**	**202.19**	**44.9%**	**60,609,136**	**261.09**	**207.57**	**44.8%**	**62,225,993**	**268.05**	**213.10**	**44.7%**
4,014,826	17.29	13.75	3.2%	4,142,728	17.85	14.19	3.2%	4,274,768	18.41	14.64	3.3%	4,411,081	19.00	15.11	3.3%	4,551,809	19.61	15.59	3.3%
1,940,889	8.36	6.65	1.6%	1,999,116	8.61	6.85	1.6%	2,059,089	8.87	7.05	1.6%	2,120,862	9.14	7.26	1.6%	2,184,488	9.41	7.48	1.6%
4,952,213	21.33	16.96	4.0%	5,100,779	21.97	17.47	4.0%	5,253,803	22.63	17.99	4.0%	5,411,417	23.31	18.53	4.0%	5,573,759	24.01	19.09	4.0%
134,370	0.58	0.46	0.1%	137,921	0.59	0.47	0.1%	141,557	0.61	0.48	0.1%	145,277	0.63	0.50	0.1%	149,083	0.64	0.51	0.1%
928,540	4.00	3.18	0.8%	956,396	4.12	3.28	0.8%	985,088	4.24	3.37	0.8%	1,014,641	4.37	3.47	0.8%	1,045,080	4.50	3.58	0.8%
11,970,838	**51.57**	**41.00**	**9.7%**	**12,336,941**	**53.14**	**42.25**	**9.7%**	**12,714,305**	**54.77**	**43.54**	**9.7%**	**13,103,278**	**56.45**	**44.87**	**9.7%**	**13,504,220**	**58.17**	**46.25**	**9.7%**
43,778,692	**188.59**	**149.93**	**35.4%**	**45,085,075**	**194.22**	**154.40**	**35.4%**	**46,325,117**	**199.56**	**158.65**	**35.3%**	**47,505,859**	**204.64**	**162.69**	**35.1%**	**48,721,773**	**209.88**	**166.86**	**35.0%**
4,952,213	21.33	16.96	4.0%	5,100,779	21.97	17.47	4.0%	5,253,803	22.63	17.99	4.0%	5,411,417	23.31	18.53	4.0%	5,573,759	24.01	19.09	4.0%
38,826,479	**167.25**	**132.97**	**31.4%**	**39,984,296**	**172.24**	**136.93**	**31.4%**	**41,071,314**	**176.92**	**140.66**	**31.3%**	**42,094,442**	**181.33**	**144.16**	**31.1%**	**43,148,013**	**185.87**	**147.77**	**31.0%**

EXHIBIT "O"

TRANSACTION RENT

EXAMPLE OF TRANSACTION RENT CALCULATION

The example of Transaction Rent in this **Exhibit "O"** is for illustrative purposes only.

1. Assuming that, for the first Transfer for which Transaction Rent would be payable, (i) Owner #1 sells a 51% Controlling interest in the Lessee to Owner #2 for a gross sales price (less typical closing adjustments and credits) of $250,000,000, then no Transaction Rent would be payable in connection with this first Transfer, as the gross sales price did not exceed $290,000,000 (50% of the $580 million hurdle applicable to the first Transfer pursuant to Section 4.4(b)).

2. Assuming that, for the second Transfer for which Transaction Rent would be payable, (i) Owner #2 sells a 51% Controlling interest in the Lessee to Owner #3 for a gross sales price (less typical closing adjustments and credits) of $300,000,000, then the Transaction Rent payable in connection with such Transfer would be calculated as follows:

Gross sales price (less adjustments)	$300,000,000.00
Transaction Rent:	$750,000.00 (i.e., .25% of $300,000,000)

3. Assuming that, for the third Transfer for which Transaction Rent would be payable, a 75% interest in the Lessee is sold, with Owner #3 selling a 38% interest in the Lessee to Owner #4 for a gross sales price (less typical closing adjustments and credits) of $200,000,000, and Owner #1 selling a 37% interest to Owner #4 for a gross sales price (less typical closing adjustments and credits) of $190,000,000, then the Transaction Rent payable to City would be calculated as follows:

<u>Owner #3 Transfer</u>	
Gross sales price (less adjustments)	$200,000,000.00
Transaction Rent:	$500,000.00 (i.e., .25% of $200,000,000)
<u>Owner #1 Transfer</u>	
Gross sales price (less adjustments)	$190,000,000.00
Transaction Rent:	$475,000

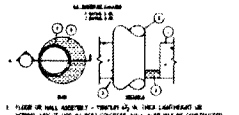
EXHIBIT "P"

LOCATION OF GEOTHERMAL SYSTEM

(See attached pages)

Exhibit "B"

SYMBOL	DESCRIPTION
	WALL MOUNTED/SINGLE GANG GFCI/GFI - JUNCTION BOX
	JUNCTION BOX AND DIRECT CONNECTION TO EQUIPMENT AS INDICATED ON PLANS
	DISCONNECT SWITCH 3 - NUMBER OF POLES (S) - SWITCH TYPE, (F) - FUSE TYPE (NO FUSE)
	VARIABLE FREQUENCY DRIVE - FURNISHED BY MECHANICAL CONTRACTOR, INSTALLED BY ELECTRICAL CONTRACTOR
	MOTOR NUMBER - HORSEPOWER
	PULL BOX
	UNLISTED CIRCUIT BREAKER (10-AF A.T.) SIZE AND WIRING AS INDICATED ON PLANS
	NEW/EXISTING 1ø PANEL - SEE FLOOR PLAN FOR SIZE. PANEL CIRCUIT - NUMBER OF WIRES (NOT OR SWITCH (EXA), LONG TWIRE - NEUTRAL, NO WIRE - NEUTRAL 1 LINE NOT SAME SAME CIRCUIT SYMBOL - SAME GROUND
	BRANCH CIRCUIT OR FEEDER EXPOSED
	BRANCH CIRCUIT OR FEEDER CONCEALED IN CEIL. WALL OR SLAB
	FLEXIBLE CONDUIT (NO LONGER THAN 6-0")
	CONDUIT STUB-UP
	CONDUIT STUB-DOWN



1 TYPICAL WALL PIPE PENETRATION

SCALE N.T.S.

GENERAL NOTES

CODES

A. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE MIAMI-DADE BUILDING CODE 2007 EDITION WITH 2009 SUPPLEMENT AND ALL LOCAL ORDINANCES. INSTALLATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL CODE 2008 EDITION AND THE NFPA.

B. ELECTRICAL WORK SHALL COMPLY WITH THE STANDARDS OF THE FOLLOWING ORGANIZATIONS, AS APPLICABLE - THE LATEST EDITION OF THE NUMBER BREAKING CODE SHALL APPLY EXCEPT WHERE THE PUBLIC AUTHORITY REQUIRES USE OF AN EARLIER EDITION

ADA - AMERICAN DISABILITY ACT
EIA/TIA - ELECTRICAL INDUSTRIES ASSOC. / TELECOMMUNICATIONS INDUSTRIES ASSOC.
ANSI - AMERICAN NATIONAL STANDARD INSTITUTE
FM - FACTORY MUTUAL
IEEE - INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS
NECA - NATIONAL ELECTRICAL CONTRACTORS ASSOC., INC

2. ALL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICAL CONTRACTOR IN A FIRST CLASS MANNER AND SHALL BE COMPLETED AND FULLY OPERATING TO THE ACCEPTANCE OF THE OWNER, GENERAL CONTRACTOR AND ENGINEER.

3. CONTRACTOR SHALL GUARANTEE ALL ELECTRICAL WORK, INCLUDING PARTS AND LABOR, FOR A PERIOD OF ONE (1) YEAR AFTER FINAL ACCEPTANCE BY OWNER AND ENGINEER.

4. THE CONTRACTOR SHALL PAY FOR ALL FEES, INSPECTIONS, TESTS, FEES, ETC., AS REQUIRED.

5. PRIOR TO COMMENCEMENT OF WORK, VERIFY REQUIREMENTS AT SITE. REPORT DISCREPANCIES AND DIFFERENCES TO ARCHITECT/ENGINEER FOR CORRECTION AND DECISION BEFORE PROCEEDING.

VERIFY ALL DIMENSIONS PRIOR TO ANY FABRICATION OR INSTALLATION

OBTAIN FULL INFORMATION REGARDING REQUIREMENTS AND LIMITATIONS OF EXISTING SPACES AVAILABLE FOR INSTALLATION OF THE EQUIPMENT AND MATERIALS UNDER CONTRACT, AND PROVIDE READY ACCESSIBILITY TO ELECTRICAL EQUIPMENT, INCLUDING ANY PART OF SYSTEM REQUIRED TO BE REMOVED FOR MAINTENANCE AND OPERATION.

6. CUT ALL OPENINGS REQUIRED TO ACCOMMODATE THE WORK UNDER THIS CONTRACT, AND REPAIR ALL SURFACES ETC., DAMAGED BY SAID CUTTING. ALL WORK DONE UNDER THIS HEADING MUST CONFORM IN EVERY RESPECT TO FINISH AND QUALITY OF MATERIALS AND WORKMANSHIP SPECIFIED UNDER APPLICABLE SECTIONS. CONCRETE FLOOR OPENINGS SHALL BE CORE DRILLED. FIRE SEAL PENETRATIONS AS REQUIRED.

7. PROVIDE CODE APPROVED FIRE STOPPING AT ALL CONDUIT, PENETRATING THROUGH BUILDING CONSTRUCTION TO MAINTAIN FIRE, SMOKE AND SOUND RATINGS. FIRE SEAL ALL PENETRATIONS. SEAL TELECOMMUNICATION BUSSWAY WITH CABLES HAVE BEEN INSTALLED.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH OWNERS AS WELL AS PROVIDING TEMPORARY POWER.

9. ALL MATERIAL SHALL BE NEW AND OF AMERICAN MANUFACTURE AND BEAR THE UNDERWRITER'S LABORATORIES AND UNION LABELS WHERE APPLICABLE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE DELIVERY SCHEDULE OF MATERIAL.

10. SUBMIT EQUIPMENT DATA, VOLTAGE AND CHANGE DIMENSIONS, ETC., BEFORE THE ORDERING OF ANY EQUIPMENT AND BEFORE BUSSING IS FOR EQUIPMENT TO BE SUPPLIED BY OWNERS. NOTIFY ENGINEER OF ANY CONFLICTS. ADVISE ALL TRADES AND OWNERS PURCHASING EQUIPMENT THAT REPAIR CONNECTIONS AND CHANGE UNITS, THREE PHASE, FOUR WIRE "WYE" AND 277/480 VOLTS, THREE PHASE, FOUR WIRE

11. PROVIDE A COMPLETE POWER CIRCUIT WIRING AND CONNECTIONS FOR EACH AND EVERY ITEM OF PERTINENT MECHANICAL EQUIPMENT. PRIOR TO AND BEFORE THE CONCRETE WITH WORK EQUIPMENT INVOLVED, TO OBTAIN CORRECT WIRE SIZE AND OVER CURRENT PROTECTION RATING. IF THE NAMEPLATE LINE REQUIRES THE OVER CURRENT PROTECTION DEVICE TO BE FUSED, PROVIDE A FUSED SWITCH WITH PROPER SIZE FUSES AT THE EQUIPMENT LOCATION.

12. CORRECTION OF ANY DEFECTS, REPAIR OF DAMAGE DURING CONSTRUCTION AS WELL AS ANY OTHER CHANGES IN OUTLET LOCATIONS SHALL BE MADE WITHOUT ADDITIONAL COST.

13. GUTTERS, WIREWAYS, PULL BOXES, ETC., SHALL BE GALVANIZED STEEL SIZED PER NATIONAL ELECTRICAL CODE. WITHOUT THE USE OF GUTTERS, WIREWAYS, PULL BOXES IN CONFORMANCE WITH NEC.

14. ALL WORK SHALL BE IN WORKMANLIKE MANNER.
   1. REQUIRED USE THE FOLLOWING WIRING METHODS:
      - EXPOSED RIGID STEEL OR PVC BELOW 8 FEET FROM FLOOR, 8FT. ABOVE 8 FEET FROM FLOOR.
      - GENERALLY EMT
      - CONNECTION TO VIBRATING EQUIPMENT (INCLUDING TRANSFORMERS AND HYDRAULIC, PNEUMATIC, ELECTRIC SOLENOID, OR MOTOR - DRIVEN EQUIPMENT) PVC, FLEXIBLE IN WET OR DAMP LOCATIONS, USE LIQUID TIGHT.
      - A DROP OR WET LOCATIONS RIGID STEEL CONDUIT.
   2. SEALING FITTINGS SHALL BE INSTALLED AT THE FOLLOWING POINTS, AND ELSEWHERE AS SHOWN:
      - WHERE REQUIRED BY THE NEC.

15. ALL POWER CIRCUITS SHALL HAVE A GREEN EQUIPMENT GROUNDING CONDUCTOR SIZED AS PER NEC 250-122

16. CONDUCTORS SHALL BE AS FOLLOWS:
   A. COPPERED OF 98 WEIGHT AVERAGE COPPER, 600 VOLTS MINIMUM RATED 75 DEGREES CENTIGRADE, THWN/THHN TEFLON WIRE - 3AWG, THWN
   B. SOLID THWN IN SIZE #8 AWG AND UNDER AND STRANDED THWN IN SIZE 6 AWG AND LARGER.
   C. PLAINLY MARKED AND COLOR CODED THROUGHOUT INSTALLATION.
   D. ALL NEUTRAL CONDUCTORS SHALL BE 2 OR MORE THAN CONDUCTORS SHALL BE ONE AWG SIZE GREATER THAN THE PHASE CONDUCTORS FOR ALL DATA BRANCH CIRCUITS.

17. COLOR CODING OF CONDUCTORS:
   A. WIRING FOR 120/208 VOLT SHALL BE COLORED:
      PHASE "A" - BLACK
      PHASE "B" - RED
      PHASE "C" - BLUE
      NEUTRAL - WHITE
      GROUND - GREEN
   B. WIRING FOR 277/480 SHALL BE COLOR:
      PHASE "A" - BROWN
      PHASE "B" - PURPLE
      PHASE "C" - YELLOW
      NEUTRAL - GRAY
      GROUND - GREEN
   C. COLORED ON CONDUCTOR 3 AWG AND SMALLER SHALL BE INTEGRAL PART OF INSULATION. LAR CONDUCTORS, 1 AWG AND LARGER CONDUCTORS, EITHER COLOR CODING TAPE OR PAINTED WITH TWO COATS OF CORRECT COLOR PAINT AT ALL TERMINALS AND CONNECTION POINTS
   - UNLESS OTHERWISE REQUIRED BY APPLICABLE CODE

18. PULL AND JUNCTION BOXES SHALL BE OF STEEL CONSTRUCTION, WITH 3/8" MINIMUM WELDED AT JOINTS AND NOT CAPPED CAN MADE AFTER FABRICATION. CONDUIT PULL AND JUNCTION BOXES ARE REQUIRED PER NEC.

19. COORDINATION WITH OTHER TRADES:
   A. PROVIDE COMPLETE AND PROPERLY FUNCTIONING ELECTRICAL SYSTEMS FOR OWNER-PROJECT. WORK THE PROJECT SITE, EXAMINE THE CONDITION OF THE PREMISES, THEIR PLANS AND ALL CONTRACT DOCUMENTS AND SPECIFICATIONS RELATING TO THE AREA OF WORK. REPORT ANY DISCREPANCIES OR OMISSIONS IN THEIR PLAN WORK TO THE ENGINEER FOR INTERPRETATION AND CLARIFICATION PRIOR TO SUBMISSION OF BIDS. IN SUBMITTING A BID ON THIS PROJECT, THE CONTRACTOR ACCEPTS THEIR OBLIGATION AS AN ACCEPTABLE INSTALLATION OF THE SYSTEM IN WHICH ADDITIONAL COSTS TO ACHIEVE THE INTENDED RESULT OF WORK AS A RESULT OF ANY OF THEIR CONDITIONS WILL NOT BE ALLOWED.
   B. SPECIAL ATTENTION SHALL BE GIVEN TO, BUT NOT BE LIMITED TO HVAC AND EXISTING FIELD CONDITIONS.
   C. ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH OTHER TRADES.

20. FINAL TESTING, ADJUSTMENTS AND ACCEPTANCE OF ELECTRICAL EQUIPMENT AND SYSTEMS:
   A. INSPECT TERMINAL SCHEDULES AND CLEAR WITH OWNER AND/OR OWNER ON HAND SCHEDULE OR TIME WITHOUT TIME CLEARANCE PLANNED ONLY WITH ENGINEER. SHARE WITH RAPE OF PERSON WHO WILL BE IN CHARGE OF TESTING, ENERGIZING AND STARTING UP CONTROL WITH ENGINEER. AND/OR OWNER ON PROCEDURES TO BE FOLLOWED IN OBTAINING CLEARANCE FOR ELECTRICAL EQUIPMENT. ADHERE TO PROCEDURES AS FINALLY AGREED TO BY
   B. PERFORM PRELIMINARY INTERNAL INSTRUMENTATION, TEMPERATURE WARMS AND LABORS TO PERFORM TESTS AND ADJUSTMENTS OF EQUIPMENT AND WIRING, INCLUDING ELECTRICAL EQUIPMENT PROVIDED BY OTHERS, TO DETERMINE PROPER POLARITY, PHASING, FREEZESTATS PROPER GROUNDED AND WIRING, MAINTENANCE TO GROUND AND OPERATION OF EQUIPMENT. PRECISION INSTRUMENTS SHALL BE PROPERLY CALIBRATED AND CERTIFIED PRIOR TO USE.
   C. CHANGE EQUIPMENT FOLLOWING ESTABLISHED PROCEDURES AFTER CERTIFICATION BY THE CONTRACTOR THAT THE INSTALLATION IS SATISFACTORY.
   D. WIRING:
      1. CHECK SYSTEM AND EQUIPMENT GROUNDS FOR RESISTANCE USING THE MEGGER GROUND TESTER IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
      2. INVESTIGATE CIRCUITS HAVING INSULATION RESISTANCE LESS THAN PRESENT VALUES GIVEN IN NEC. CORRECT WIRE POINTS.
      3. CORRECT OR NOTE NOT REPAIR CURRENT CARRYING CIRCUITS WHICH ARE EFFECTIVE OR CORRECT OTHER TROUBLES ENCOUNTERED IN THESE TESTS.
      4. BREAKERS: SET BREAKERS SO EQUIPMENT WILL BE IN PROPER OPERATING CONDITION BEFORE BEGIN TESTING. ADJUST OR SERVICE PERFORM FINAL OPERATIONAL TESTS TO DETERMINE THAT WIRING CONNECTIONS ARE CORRECT.
   E. PROTECTION:
      1. MAKE THESE TESTS ON MOTORS BEFORE START-UP. CHECK MOTOR NAMEPLATES FOR HP, SPEED, PHASE AND VOLTAGE.
      2. MAKE THESE TESTS ON MOTORS DURING START-UP.
         A. CHECK SHAFT ROTATION BEFORE FINAL CONNECTIONS ARE MADE.
         B. TAKE A CURRENT READING AT FULL LOAD USING A CLAMPS ON AMMETER. IF AMMETER READING IS OVER THE RATED FULL LOAD CURRENT, DETERMINE REASON FOR THE DISCREPANCY AND TAKE CORRECTIVE ACTION.
      3. AFTER ALL CONNECTIONS ARE MADE, TEST MOTORS AND EQUIPMENT FOR PROPER OPERATION. INVESTIGATE CAUSE OF ANY MOTOR OPERATING WITH A HIGH LOAD WATTAGE AND REPAIR FAULT OR REPORT TO ENGINEER AND/OR OWNER. CHECK ROTATION OF MOTORS.
   F. MAINTENANCE: DEMONSTRATION OF THE OPERATION OF THE ELECTRICAL INSTALLATION AND EQUIPMENT BY THE ENGINEER AND/OR OWNER DOES NOT CONSTITUTE ACCEPTANCE OF THE WORK. ACCEPTANCE WILL BE MADE WITH THE CONTRACTOR AND ACCEPTANCE OF EQUIPMENT, DEMONSTRATED THAT IT MEETS THE REQUIREMENTS OF THE CONTRACT DOCUMENT, AND HAS FURNISHED ALL THE REQUIRED CERTIFICATES.

21. REFER TO MECHANICAL DRAWINGS AND SPECIFICATIONS FOR ADDITIONAL WORK UNDER THIS CONTRACT. NOT SHOWN IN THIS SET OF CONTRACT DOCUMENTS MECHANICAL.

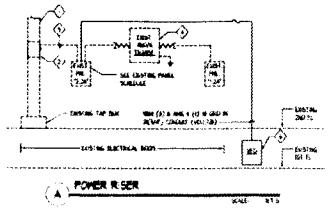
24. EXISTING CONDITIONS:
   A. ALL WORK HEREIN DESCRIBED AND SHOWN ON DRAWINGS AND REQUIRED TO MAKE PROJECT COMPLETE IN EVERY RESPECT. PLAN ANY WORK ALL PATTERNS REQUIREMENT SHALL BE DONE TO THE COMPLETE SATISFACTION OF THE OWNER AND / OR OWNER AND SHALL BE ACCOMPLISHED TO STRICT ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS. ALL MATERIALS DAMAGED DURING CONSTRUCTION WHERE APPLICABLE AND ALL CONSTRUCTION AND ALTERATION, LEFT IN NEW CONDITION.
   B. ALL REPAIRS TO BE REPAIRED SHALL BE REPAIRED WITH EXISTING CARE AND METHODS. DAMAGED AND THOSE PARTS NOT DESIGNATED TO BE REUSED SHALL BE DELIVERED TO THE OWNER OR DISPOSED OF AS PER THE ARCHITECT INSTRUCTIONS.
   C. ALL ALTERATIONS, CONSTRUCTION AND REPAIRS, CUTTING AND PATCHING AND OTHER WORK NECESSARY FOR CONSTRUCTION OF THIS CONTRACT SHALL BE PERFORMED WITHOUT ADDITIONAL COST TO THE OWNER. THIS SHALL INCLUDE REPAIRS, REDECORATING, ETC. OF ALL ELECTRICAL SYSTEM DAMAGED TO COMPLETE INSTALLATION INTENDED.
   D. PATCH OR REPLACE ALL DAMAGED PLASTER, WALL, CEILING, ETC. SURFACES ALTERED TO ALL EXISTING THE NEW CONSTRUCTION. PATCHED SURFACES SHALL MATCH EXISTING ADJACENT SURFACES.
   E. ALL CUTTING, PATCHING, DEMOLITION, REPAIRING, REPLACING, ETC. REQUIRED UNDER THIS CONTRACT SHALL BE COORDINATED BY THE GENERAL CONTRACTOR. WHERE APPLICABLE COORDINATE WORK WITH UTILITY COMPANIES, LOCAL AND STATE AUTHORITIES HAVING JURISDICTION, UNDERSTANDING REPRESENTATIVES AND ALL APPLICABLE CODES.
   F. WORK ALTERATIONS SHALL TAKE PLACE IN OCCUPIED AREAS, CONTRACTOR SHALL CLEAN UP DAILY, AND WORK SHALL BE KEPT TO A MINIMUM.
   G. SOME OF THE AREAS IN EXISTING BUILDING SHALL BE OCCUPIED IN ANY WAY DURING WORK THAT WILL NOT INTERFERE OR THE OWNER.
   H. ALL EQUIPMENT REMOVED NOT AND REQUIRED TO BE STORED AND SHALL BE RETURNED TO THE CONDITION AFTER REMOVING THE CONDITION TO EXISTING BUILDING. REMOVED CONDITIONS AND ENTIRE OR REPLACE CONDITIONS AS REQUIRED PERFORM WORK AT CONVENIENCE OF THE OWNER.
   I. WHERE LOCATIONS ARE SHOWN TO BE REMOVED ON PLANS, REMOVE ALL ASSOCIATED WIRING AND CONDUIT BACK TO THE SOURCE OR TERMINATION CONTACTS OF THE CIRCUIT IF OTHER LOADS ARE SERVED FROM THE SAME CIRCUIT. CONDUCTORS PARTIALLY LEAVING COMMENCED BEAUTIFULLY CONDUITS TO PREVENT SPACE FROM AVAILABLE AT THE MANDREWORK. SEALE CONDUCTORS / CIRCUITS TO VERIFY THAT THE EXISTING LOAD DOES NOT EXCEED FOR VALUE PERFORMED.
   J. REQUIRED ALL WORK IN WORK A MANNER TO AVOID INTERFERENCE WITH THE USE OF PROPERTY IN AND FROM ADJOINING BUILDING OR AREAS.
   K. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY DAMAGE OR DESTRUCTION BUILDING AND TO CONTENTS THEREIN INCLUDING EQUIPMENT, FURNITURE EQUIPMENT, ETC. AND DAMAGE TO BUILDINGS OR CONTENTS THEREIN DUE TO CONTRACTOR OPERATIONS, SHALL BE REPAIRED OR REPLACED AT DIRECTION OF ARCHITECT/ENGINEER, AND/OR OWNER, THE CONTRACTOR, AT NO EXTRA COST TO THE OWNER.
   L. CHANGES PRIOR TO EXISTING STRUCTURES OR SYSTEMS SHALL BE MADE IN SUCH A MANNER THAT AN EFFICIENT AS ADVANTAGE IS POSSIBLE WILL BE TAKEN AND CONTRACTOR WILL BE REQUIRED TO COORDINATE FULLY WITH OWNER IN CONNECTION WITH CONVENIENCE AND SAFETY OF ALL PERSONS INVOLVED, INCLUDING EMPLOYEES.
   M. CONNECTIONS TO EXISTING ELECTRICAL POWER SYSTEM SHALL BE IN CONFORMANCE WITH NEC 230 IN EXCEPTION ALLOWING TO OBTAIN PERMISSION FOR AVAILABLE POWER DURING FROM THE FACILITY PLANT OR BUILDING MAINTENANCE PERSONNEL, IF NOT, DUGUE TO PERMITTED TIME PRE-SCHEDULE PRIOR TO ANY WORK. NOTIFY ENGINEER/OWNER AND DETERMINED BY OWNER REPRESENTATIVE FOR CONSIDERATION AND DECISION BEFORE PROCEEDING.

UNIT No.	LOAD SERVED	VOLT	PHASE	WIRE SIZE	CONDUIT SIZE (FRAME SIZE)	LOAD	LOAD	CONDUIT SIZE (FRAME SIZE)	WIRE SIZE	PHASE	VOLT	LOAD SERVED	UNIT No.
1	EXIST 175 OFF LEVEL 2	1	20	1	1	3600	2700	1	1	20	1	EXIST 175 OFF CORE LEVEL 2	1
3	EXIST 175 OFF LEVEL 2	1	20	1	1	3600	-			20	1	SPARE	2
5	SPARE	2	20	-		-	-			20	1	SPARE	4
7	SPARE	2	20	-		-	-			20	1	SPARE	6
9	SPARE	2	20	-		-	-			20	1	SPARE	8
11	SPARE	2	20	-		-	-			20	1	SPARE	10
13	SPARE	2	20	-		-	-			20	1	SPARE	12
15	SPARE	2	20	-		-	-			20	1	SPARE	14
17	SPARE	2	20	-		-	-			20	1	SPARE	16
19	SPARE	2	20	-		-	-			20	1	SPARE	18
21	SPARE	2	20	-		-	-			20	1	SPARE	20
23	SPARE	2	20	-		-	-			20	1	SPARE	22
25	SPARE	2	20	-		-	-			20	1	SPARE	24
27	NEW LIGHTING (FUTURE)	2	20	1	3/4 (3/4")	1440	-			20	1	SPARE	26
29				1	1		3000	1	1	20	1	EXIST. VAV 2-1, 2-2, 2-4, 2-13 &	28
31							3000	1	1	20	1	EXIST. VAV 2-10	30
33	EXIST. VAV 2-6	1	20	1	1	3000				20	1	SPARE	32
35	EXIST. VAV 2-8	1	40	1	1	3000	3000	1	1	20	1	EXIST. VAV 2-3	34
37	EXIST. VAV 2-9	1	20	1	1	3000				20	1	SPARE	36
39	EXIST. T-1150	1	20	1	1	-	4000	1	1	20	1	EXISTING PKL 1-3A	38
41	EXIST. T-1150	1	20	1	1	-						AS PER KSA TRANSF	40
43	EXIST. T-1150	1	20	1	1	-							42
	TOTAL CONNECTED LOAD:	49,840	WATTS										
		41	AMPS										

7 EXISTING BRANCH BREAKER AND WIRING TO REMAIN

8 EXISTING SPARE BREAKER TO REMAIN

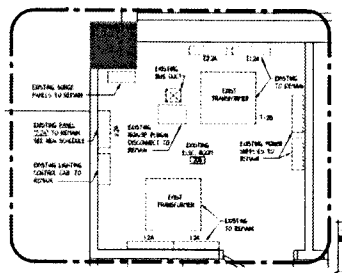
9 REPLACE EXIST. SPARE BREAKERS (3) 20AMP EA 1 PROVIDE NEW SPARE BREAKER AND WIRING AS NEEDED



A POWER RISER

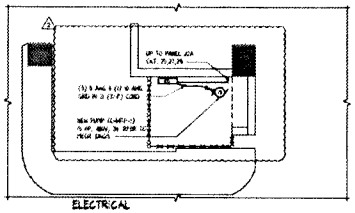
SCALE N.T.S.

POWER RISER NOTES
1 EXISTING MAIN 400/3P, 3ø, 4W BUS PLUG
2 NEW - INSTALLATED TO REPAIR
3 EXISTING 100AMP PLUG IN SWITCH TO REPAIR
4 EXISTING (4) 1/0 AWG & (1) 6 AWG GRD IN 4 (1-1/2") CONDUIT TO REPAIR
5 EXISTING 15 KVA DRY-TYPE TRANSFORMER TO REPAIR
6 NEW VARIABLE FREQUENCY DRIVE WITH INTEGRALLY MOUNTED CIRCUIT BREAKER (100AMP) FURNISHED BY MECHANICAL CONTRACTOR INSTALLED BY ELECTRICAL CONTRACTOR



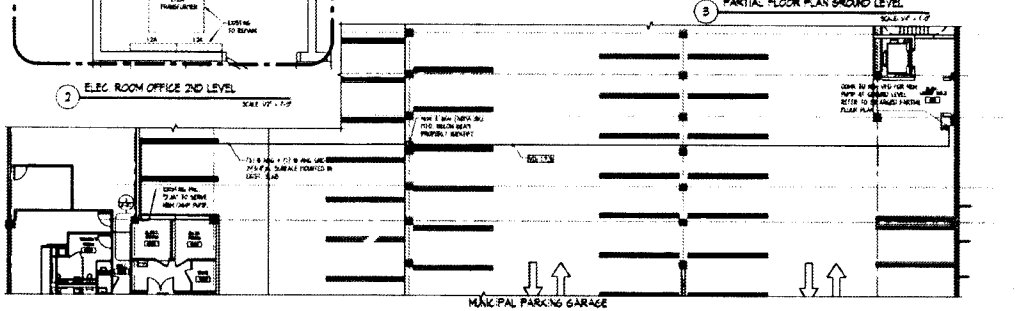
2 ELEC ROOM OFFICE 2ND LEVEL

SCALE 1/8" = 1'-0"



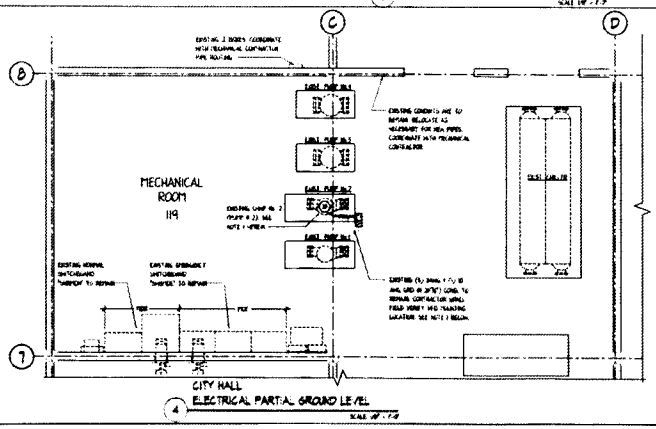
3 ELECTRICAL PARTIAL FLOOR PLAN GROUND LEVEL

SCALE 1/8" = 1'-0"



1 MAUPAL PARKING GARAGE ELECTRICAL PARTIAL 2nd LEVEL - NEW WORK

SCALE 1/8" = 1'-0"



4 CITY HALL ELECTRICAL PARTIAL GROUND LEVEL

SCALE 1/8" = 1'-0"

ELECTRICAL NOTES

1 DISCONNECT AND REMOVE EXISTING MOTOR & STARTER FOR EXISTING CHWP-2 (PRIMARY). EXISTING CHWP-2 (PRIMARY) IS SERVED FROM EXISTING SWITCHBOARD "SWBPDP" FROM A FUSED BREAKER RATING AT 50AMPS / 3POLE WHICH IS TO REMAIN SERVING REPLACED CHWP-2 (PRIMARY) ADDITIONAL CHWP-2 IS RATED AT 20HP, 460V, 3 PHASE, AND IT IS TO BE REPLACED WITH A NEW 20HP, 460V, 3 PHASE, (HORIZONTAL AC SUBMERSIBLE SEALED MOTOR) WITH A NEW (3) 8 AWG AND (1) 10 AWG AND 1 (1-1/2") CONDUIT AND RECONNECT TO A NEW VARIABLE FREQUENCY DRIVE (VFD) FURNISHED BY MECHANICAL CONTRACTOR ELECTRICAL CONTRACTOR WILL COORDINATE ALL WORK WITH MECHANICAL CONTRACTOR

CITY OF MIAMI BEACH
500 17th Street
Miami Beach FL 33139

CHILLED WATER PIPING DISTRIBUTION AND FUTURE TAP CONNECTIONS

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Project No. 0709230

Date	Issue
January 4, 2011	Permit Set
01/14/2011	BLDG DEPT COMMENTS
02/04/2011	RECORD DRAWINGS

Key Plan

Professional of Record: Joseph A. Perez, P.E.
Discipline: Electrical
Registration No. 43878

Sheet Title

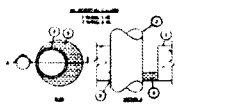
ELECTRICAL LEGEND, GENERAL NOTES, DETAIL, SCHEDULE AND PARTIAL FLOOR PLANS

Drawing No.

E-0.1

1255

SYMBOL	DESCRIPTION
	WALL MOUNT/CONDUIT HEAT LEVEL - SWITCH BOX
	SWITCH BUS AND DIRECT CONNECTION TO EQUIPMENT AS INDICATED ON PLANS
	DISCONNECT SWITCH - 3 - NUMBER OF POLES NO - SWITCH SIZE, D - FUSE SIZE (NO FUSE)
VFD	VARIABLE FREQUENCY DRIVE - PROVIDED BY MECHANICAL CONTRACTOR, INSTALLED BY ELECTRICAL CONTRACTOR
	MOTOR NUMBER - HORSEPOWER
	PULL BOX
CB	ENCLOSED CIRCUIT BREAKER (W/ IF A.F.D.), SIZE AND RATING AS INDICATED ON PLANS
	REFERENCE DP PANEL - SEE FLOOR PLAN FOR DP PANEL DESIGNATION - NUMBER OF WIRES (NOT OF SWITCH LEGS) - LONG DASH - NEUTRAL, SHORT DASH - SECONDARY, 4 LONG NOT SHORT DASH - SINGLE SYMBOL - GREEN GROUND
	SHADED CIRCUIT ON FLOOR EXPOSED
	SHADED CIRCUIT ON FLOOR CONCEALED IN CELL WALL OR SLAB
	FLEXIBLE CONDUIT (NO LONGER THAN 18"-0")
	CONDUIT STUB-UP
	CONDUIT STUB-DOWN



1. FLOOR OR WALL ANCHOR(S) - SHALL (4) 4 BOLT LIGHTWEIGHT OR HEAVY WEIGHT (100-200 PSI) CONCRETE WALL ALSO PRE BE CONSTRUCTED OF 400 SQ. CLAMPED CONCRETE FRAGMENT WITH THREADED DIAMETER OF OPENING 6 X 6 FLOOR PRY ALSO BE CONSTRUCTED OF 400 TON. PS IN THICK UL-CLASSIFIED NELSON CORE PRESSURE CONCRETE UNITS.
2. SHEAR PENETRATIONS - ONE METALLIC PIPE OR CONDUIT TO BE INSTALLED EITHER CONCENTRICALLY OR ECCENTRICALLY WITHIN THE PRESTOP OPENING
   A. STEEL PIPE - NOT 4 IN. DIAMETER (OR SMALLER) SCHEDULE 10 (OR HEAVIER) STEEL PIPE
   B. IRON PIPE - NOT 4 IN. DIAMETER (OR SMALLER) CAST OR DUCTILE IRON PIPE
   C. CONDUIT - NOT 4 IN. DIAMETER (OR SMALLER) RIGID ELECTRICAL METALLIC TUBING OR RIGID CONDUIT
   D. COPPER TUBING - NOT 4 IN. DIAMETER (OR SMALLER) TYPE L (OR HEAVIER) COPPER TUBING
   E. COPPER PIPE - NOT 4 IN. DIAMETER (OR SMALLER) SCHEDULE (OR HEAVIER) COPPER PIPE
3. FILL, SEAL OR CAULK MATERIAL - SEALANT - 1 IN. THICK AT THE POINT OF CONTACT BETWEEN THROUGH PENETRANT AND CONCRETE, A FINE 3/4" DIAMETER BEAD OF FILL MATERIAL SHALL BE APPLIED AT THE CONCRETE THROUGH PENETRANT INTERFACE

APPROVED PRIME ACTUATOR - 4.0.7

1 TYPICAL WALL PIPE PENETRATION

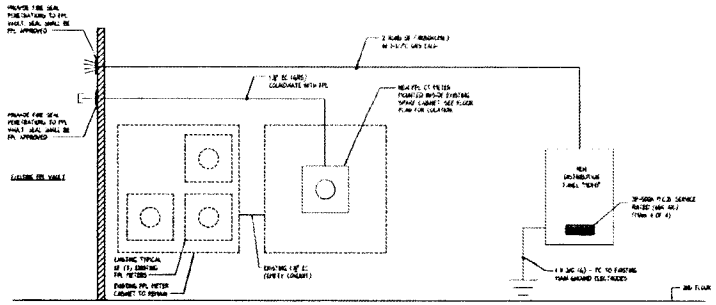
SCALE NTS

1. CODES
   A. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 2007 EDITION WITH 2009 SUPPLEMENTS AND ALL LOCAL ORDINANCES. INSTALLATION SHALL COMPLY WITH THE NATIONAL ELECTRIC CODE 2008 EDITION AND THE NFPA
   B. ELECTRICAL WORK SHALL COMPLY WITH THE STANDARDS OF THE FOLLOWING ORGANIZATIONS, AS APPLICABLE: THE LATEST EDITION OF THE FLORIDA BUILDING CODE SHALL APPLY EXCEPT WHERE THE PUBLIC AUTHORITY REQUIRES USE OF AN EARLIER EDITION
   ACI - AMERICAN CONCRETE INSTITUTE
   EIA/TIA - ELECTRICAL INDUSTRIES ASSOC. / TELECOMMUNICATIONS INDUSTRIES ASSOC.
   ANSI - AMERICAN NATIONAL STANDARD INSTITUTE
   FM - FACTORY MUTUAL
   IEEE - INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS
   NECA - NATIONAL ELECTRICAL CONTRACTORS ASSOC. INC.
2. ALL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICAL CONTRACTOR IN A FIRST CLASS MANNER AND SHALL BE SATISFACTORY AND FULLY OPERATIVE TO THE ACCEPTANCE OF THE OWNER, GENERAL CONTRACTOR AND ENGINEER
3. CONTRACTOR SHALL GUARANTEE ALL ELECTRICAL WORK, INCLUDING PARTS AND LABOR, FOR A PERIOD OF ONE (1) YEAR AFTER FINAL WRITTEN ACCEPTANCE BY OWNER AND ENGINEER
4. THE CONTRACTOR SHALL PAY FOR ALL FEES, INSPECTIONS, TESTS, FEES, ETC., AS REQUIRED
5. PRIOR TO COMMENCEMENT OF WORK, VISIT PREMISES/SITE AT SITE. SUBMIT QUALIFICATIONS AND APPROVALS TO ARCHITECT/OWNER FOR CONSIDERATION AND DECISION BEFORE INSTALLING
6. VERIFY ALL DIMENSIONS PRIOR TO ANY FABRICATION OR INSTALLATION
7. OBTAIN FULL INFORMATION REGARDING REQUIREMENTS AND LOCATIONS OF CONDUIT SPACES AVAILABLE FOR INSTALLATION OF THE EQUIPMENT AND MATERIALS FROM CONTRACTS AND PROVIDE READY ACCESSIBILITY TO ELECTRICAL EQUIPMENT, INCLUDING ANY PART OF SERVICE REQUIRED TO BE REMOVED FOR MAINTENANCE AND OPERATIONS.
8. CUT ALL OPENINGS REQUIRED TO INCORPORATE THE WORK UNDER THIS CONTRACT AND REPAIR ALL SURFACES, ETC., DAMAGED BY SUCH CUTTING. ALL WORK DONE UNDER THIS HEADING MUST CONFORM IN EVERY RESPECT TO FINISH AND QUALITY OF MATERIALS AND WORKMANSHIP SPECIFIED UNDER APPROPRIATE SECTIONS. CONCRETE FLOOR OPENINGS SHALL BE CORE DRILLED. FIRE SEAL PENETRATIONS AS REQUIRED
9. PROVIDE CODE APPROVED FIRE STOPPING AT ALL CONDUIT, PENETRATIONS THROUGH BUILDING CONSTRUCTION TO MAINTAIN FIRE, SMOKE AND SOUND RATINGS. FIRE SEAL ALL PENETRATIONS. SEAL THE EXPERIMENTAL ON SLEEVES AFTER CONDUITS HAVE BEEN INSTALLED
10. THIS CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH OTHERS AS WELL AS PROVIDING TEMPORARY POWER
11. ALL FIXTURES SHALL BE NEW AND OF AMERICAN MANUFACTURE AND BEAR THE UNDERWRITERS LABORATORIES AND UNION LABELS WHERE APPLICABLE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE DELIVERY SCHEDULE OF FIXTURES
12. VERIFY EQUIPMENT SIZES, VOLTAGE AND CURRENT CHARACTERISTICS, ETC., BEFORE THE ORDERING OF ANY EQUIPMENT AND BEFORE ROUGHING IN FOR EQUIPMENT TO BE SUPPLIED BY OTHERS. NOTIFY ENGINEER OF ANY CONFLICTS. ADVISE ALL TRADES AND OTHERS FURNISHING EQUIPMENT THAT NORMAL CIRCUIT SERVICES ARE 120/208 VOLTS, THREE PHASE, FOUR WIRE, AND 277/480 VOLTS, THREE PHASE, FOUR WIRE
13. PROVIDE A COMPLETE POWER CIRCUIT WIRING AND CONNECTIONS FOR EVERY ITEM OF PERMANENT MECHANICAL EQUIPMENT. PRIOR TO ANY ROUGH IN COORDINATE WITH HVAC EQUIPMENT INSTALLATOR TO OBTAIN CORRECT WIRE SIZE AND OVER CURRENT PROTECTION DEVICE RATING. IF THE INSTALLATION LABEL DIAMETER DIFFERS OVER CURRENT PROTECTION DEVICE TO BE FUSED, PROVIDE A FUSED SWITCH WITH PROPER SIZE FUSES AT THE EQUIPMENT LOCATION
14. COORDINATION OF AND DETAILS, REPAIR OF DAMAGE DURING CONSTRUCTION AS WELL AS ANY TRADE CHANGES IN OUTLET LOCATIONS SHALL BE MADE WITHOUT ADDITIONAL COST
15. BATTERIES, HARDWARE, WALL BOXES, ETC., SHALL BE GALVANIZED STEEL NOTES PER NATIONAL ELECTRICAL CODE. WITHOUT THE USE OF BATTERIES, HARDWARE, WALL BOXES OR COMPONENTS WITH ZINC
16. ALL WIRING SHALL BE IN RACEWAY.
   A. RACEWAYS: USE THE FOLLOWING WIRING METHODS
      EXPOSED RIGID STEEL OR IPC BELOW 8 FEET FROM FLOOR, NOT ABOVE 8 FEET FROM FLOOR
      2. SUBMERSIBLE PIPE
      3. CONNECTION TO VIBRATING EQUIPMENT (INCLUDING TRANSFORMERS AND HYDRAULIC, PNEUMATIC, ELECTRIC SOLENOID OR MOTOR - 100MVA EQUIPMENT) FTL. EXCEPT IN WET OR DAMP LOCATIONS USE LFMC.
      4. SHORT ON WET LOCATIONS: RIGID STEEL CONDUIT.
      5. UNLESS OTHERWISE NOTED
   B. SEALING FITTINGS SHALL BE INSTALLED AT ONE FOLLOWING POINTS, AND ELSEWHERE AS SHOWN
      WHERE REQUIRED BY THE NEC
17. ALL POWER CIRCUITS SHALL HAVE A GREEN EQUIPMENT GROUNDING CONDUCTOR SIZED AS PER NEC 250-122
18. CONDUCTORS SHALL BE AS FOLLOWS:
   A. COPPERED OF 98 AWG ANNEALED COPPER 600 VOLTS THERMOSET RATED 75 DEGREES CENTIGRADE, MINIMUM TEMPERATURE - TWO TIMES
   B. SOLID FOR 10 THRU 8 AWG AND UNDER AND STRANDED THAN 8 THRU 8 AWG AND LARGER
   C. PLANE STRANDED AND SOLID, LOOSE TUBE/SHEAT INSULATION
   D. ALL NEUTRAL CONDUCTORS SHARED BY 2 OR MORE PHASE CONDUCTORS SHALL BE ONE AWG SIZE GREATER THAN THE PHASE CONDUCTORS FOR ALL BRANCH CIRCUITS
19. COLOR CODING OF CONDUCTORS:
   A. WIRES FOR 120/208 VOLT SHALL BE CODED
      PHASE "A" - BLACK
      PHASE "B" - RED
      PHASE "C" - BLUE
      NEUTRAL - WHITE
      GROUND - GREEN
   B. WIRES FOR 277/480 SHALL BE CODE
      PHASE "A" - BROWN
      PHASE "B" - PURPLE
      PHASE "C" - YELLOW
      NEUTRAL - GRAY
      GROUND - GREEN
   C. COLORS OF CONDUCTOR 6 AWG AND SMALLER SHALL BE INTEGRAL PART OF INSULATION. OR CONDUCTOR 4 AWG AND LARGER CONDUCTORS, EITHER COLOR CODING TAPE OR PAINTED WITH TWO COATS OF CONTRACT COLOR PAINT AT ALL TERMINALS AND CONNECTION POINTS
   * UNLESS OTHERWISE REQUIRED BY APPLICABLE CODE
20. PULL AND JUNCTION BOXES SHALL BE OF SIZES CONSTRUCTION, SPOT OF SEAM WELDED AT STATES AND NOT DIPPED GALVANIZED AFTER FABRICATION. CONDUITS PULL AND JUNCTION BOXES AS REQUIRED PER N.E.C.
21. COORDINATION WITH OTHER TRADES
   A. PROVIDE COMPLETE AND PROPERLY FUNCTIONING ELECTRICAL SYSTEMS FOR THIS PROJECT. VISIT THE PROJECT SITE, EXAMINE THE CONDITIONS OF THE PREMISES, CHECK PLANS AND ALL CONTRACT DOCUMENTS AND SPECIFICATIONS RELATING TO THE AREA OF WORK. BEFORE ANY DISCREPANCIES OR OMISSIONS OF THIS PLAN SET TO THE ENGINEER FOR REVISION AND CLARIFICATION PRIOR TO SUBMISSION OF BID OR SUBMITTING A BID ON THIS PROJECT, THE CONTRACTOR ACCEPTS THESE DOCUMENTS AS AN ACCURATE DEPICTION OF THE SCOPE OF WORK. ADDITIONAL COSTS TO ALLEVIATE THE DEFINED SCOPE OF WORK AS A RESULT OF ANY OF THESE CONDITIONS WILL NOT BE ACCEPTED
   B. SPECIAL ATTENTION SHALL BE GIVEN BUT NOT BE LIMITED TO NEW AND EXISTING FIELD CONDITIONS
   C. ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH OTHER TRADES
22. TRIAL TESTING, ADJUSTMENTS AND ACCEPTANCE OF ELECTRICAL EQUIPMENT AND SYSTEMS
   A. INITIATE TESTING SCHEDULE AND CLEAR WITH ENGINEER AND/OR OWNER DO NOT SCHEDULE THE TESTING WITHOUT THIS CLEARANCE. PROVIDE ENGINEER AND/OR OWNER WITH NAME OF PERSON AND TEL. NO. IN CHARGE OF TESTING. THEN WRITING AND STARTING OF CONTRACT WITH ENGINEER AND/OR OWNER ON PROCEDURES TO BE FOLLOWED IN OBTAINING CLEARANCES FOR ELECTRICAL EQUIPMENT. ADHERE TO PROCEDURES AS FINALLY AGREED UPON.
   B. PROVIDE NECESSARY TESTERS, INSTRUMENTS, TEMPORARY WIRING AND LABOR TO PERFORM TESTS AND ADJUSTMENTS OF EQUIPMENT AND WIRING, INCLUDING ELECTRICAL EQUIPMENT FURNISHED BY OTHERS, TO DETERMINE PROPER POLARITY, PHASING, ROTATION FROM CIRCUITS AND SHORTS, REGARDLESS TO GROUND AND OPERATION OF EQUIPMENT. TESTERS AND INSTRUMENTS SHALL BE PROPERLY CALIBRATED AND CERTIFIED PRIOR TO USE
   C. INCLUDE EQUIPMENT FOLLOWING ESTABLISHED PROCEDURES AFTER CERTIFICATION BY THE CONTRACTOR THAT THE INSTALLATION IS SATISFACTORY
   D. WIRING:
      1. CHECK SYSTEMS AND EQUIPMENT GROUNDING FOR RESISTANCE USING THE PROVIDER GROUND TESTER IN ACCORDANCE WITH THEIR ACCURACY RATING FIGURE.
      2. INVESTIGATE CIRCUITS SHOWING INSULATION RESISTANCE LESS THAN PROPER VALUES. WIRE OR NEC GROUNDS (HIGH POINTS)
      3. CORRECT OR REPLACE WIRING, CIRCUIT CONTROL CIRCUITS WHICH ARE DEFECTIVE OR DAMAGED. CORRECT OTHER TRADES INCLUDED IN THE SCHEDULE
   E. DAILY WORK: SET ENGINEER AND/OR OWNER WILL BE IN PROPER OPERATION CONDITION BEFORE BEING PLACED IN SERVICE. PERFORM FINAL OPERATIONAL TESTS TO DETERMINE THAT WIRING CONNECTIONS ARE CORRECT
   F. MOTORS:
      1. TRIAL THESE TESTS ON MOTORS BEFORE START UP: CHECK MOTOR NAMEPLATES FOR HP, SPEED, PHASE AND VOLTAGE
      2. TRIAL THESE TESTS ON MOTORS DURING START UP:
         A. CHECK SHAFT ROTATION BEFORE FINAL CONNECTIONS ARE MADE
         B. TAKE A CURRENT READING AT FULL LOAD WHEN A CLAMPED ON AMMETER. IF AMMETER READING IS OVER THE RATED FULL LOAD CURRENT, DETERMINE REASON FOR THE DISCREPANCY AND TAKE CORRECTIVE ACTION.
      3. AFTER ALL CONNECTIONS ARE MADE, TEST MOTORS AND EQUIPMENT FOR PROPER OPERATION. INVESTIGATE LARGE OR ANY MOTOR OPERATING ABOVE FULL LOAD RATING AND REPORT FINDS, OR REPORT TO ENGINEER AND/OR OWNER CHECK ROTATION OF MOTORS
   G. ACCEPTANCE: OBSERVATION OF THE OPERATION OF THE ELECTRICAL INSTALLATION AND EQUIPMENT BY THE ENGINEER AND/OR OWNER DOES NOT CONSTITUTE ACCEPTANCE OF THE WORK. ACCEPTANCE WILL BE MADE AFTER THE CONTRACTOR HAS ALLOCATED AND EQUIPMENT, DEMONSTRATED THAT IT MEETS THE REQUIREMENTS OF THE CONTRACT DOCUMENT, AND HAS FURNISHED ALL THE REQUIRED CERTIFICATES
23. REFER TO MECHANICAL DRAWINGS AND SPECIFICATIONS FOR ADDITIONAL WORK UNDER THIS CONTRACT NOT SHOWN IN THIS SET OF CONTRACT DOCUMENTS PROVIDED ACCORDINGLY
24. EXISTING CONDITIONS
   A. ALL WORK HEREIN DESCRIBED AND SHOWN ON DRAWINGS AND REQUIRED TO TRADE PROJECT COMPLETE IN EVERY RESPECT. PLANS AND ANY AND ALL PERSONAL NECESSARY SHALL BE MADE TO THE COMPLETE SATISFACTION OF THE ENGINEER AND / OR OWNER AND SHALL BE ACCOMPLISHED IN STRICT ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS. ALL PATCHING SHALL MATCH EXISTING WHERE APPLICABLE AND ALL CONSTRUCTION AND ALTERATION LEFT IN NEAT CONDITION
   B. ALL ITEMS TO BE REMOVED SHALL BE REMOVED WITH UTMOST CARE AND WITHOUT DAMAGE AND THOSE ITEMS NOT DESIGNATED TO BE REMOVED SHALL BE DELIVERED TO THE OWNER OR DISPOSED OF AS FOR HIS WRITTEN INSTRUCTIONS.
   C. ALL ALTERATIONS, DEMOLITION AND REPAIRS, LIFTING AND PACKING AND OTHER WORK NECESSARY FOR CONSTRUCTION OF THIS CONTRACT SHALL BE PERFORMED WITHOUT ADDITIONAL COST TO THE OWNER. THIS SHALL INCLUDE BUT NOT LIMITED TO REMOVAL, ETC. OF ALL ELECTRICAL ITEMS DEEMED TO COMPLETE INSTALLATION BETWEEN
   D. PATCH OR REPLACE ALL DAMAGED FLOOR, WALL, CEILING, ETC. SURFACES AS NEEDED TO ACCOMPLISH THE NEW CONSTRUCTION. PATCHED SURFACES SHALL MATCH EXISTING ADJACENT SURFACES
   E. ALL CUTTING, PATCHING, DEMOLITION, REPAIRING, REPLACING ETC. NECESSARY UNDER THIS CONTRACT SHALL BE COORDINATED BY THE GENERAL CONTRACTOR. ENSURE APPLICABLE COORDINATE WORK WITH UTILITY COMPANIES, LOCAL AND STATE AUTHORITIES HAVING JURISDICTION, OWNER'S REPRESENTATIVES AND ALL APPLICABLE CODES
   F. WHERE ALTERATIONS TAKE PLACE IN OCCUPIED AREAS, CONTRACTOR SHALL CLEAN UP DUST AND NOISE SHALL BE KEPT TO A MINIMUM
   G. NONE OF THE SERVICES TO EXISTING BUILDINGS SHALL BE INTERRUPTED IN ANY WAY EXCEPT WITH THE WRITTEN PERMISSION OF THE OWNER
   H. ALL EQUIPMENT PRESENTLY "NOT" AND REQUIRED TO BE MAINTAINED SHALL BE RETAINED TO THIS CONTRACTOR AFTER PERFORMING THE CHANGES TO EXISTING BUILDING. REMOVE CIRCUITS AND LIFTING OR REPLACE CIRCUITS AS REQUIRED PERFORM WORK AT CONVENIENCE OF THE OWNER
   I. WHERE DEVICES ARE SHOWN TO BE REMOVED ON PLANS, REMOVE ALL ASSOCIATED WIRING AND CONDUIT BACK TO THE SOURCE OF TRANSFER CONTROLLED OF THE CIRCUIT IF OTHER LOADS ARE SERVED BUT THE SAME CIRCUIT. CONDUIT SHALL BE PROPERLY CAPPED CONTINUITY RECEPTACLE CIRCUITS TO PROPERLY SPACE (NOW AVAILABLE AT THE PANELBOARD. TRACE CONDUCTORS CIRCUITS TO VERIFY THAT THE FOTAL LOAD DOES NOT EXCEED 800 VOLT AMPERES
   J. LOCATE ALL WORK IN SUCH A MANNER TO AVOID INTERFERENCE WITH THE USE OF PROPERTY AND EXISTING BUILDINGS OR AREAS
   K. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY DAMAGE TO EXISTING BUILDINGS AND TO CONTENTS THEREOF INCLUDING EQUIPMENT, FURNITURE, EQUIPMENT, ETC. AND DAMAGE TO BUILDINGS OR CONTENTS THEREOF DUE TO CONTRACTOR OPERATIONS. SHALL BE REPAIRED OR REPLACED AT DIRECTION OF ARCHITECT/ENGINEER, AND/OR OWNER, THE CONTRACTOR, AT NO EXTRA COST TO THE OWNER
   L. CONNECTION TO EXISTING STRUCTURES OR SYSTEMS SHALL BE MADE IN SUCH A MANNER THAT AS LITTLE TIME AS REASONABLY POSSIBLE SHALL BE TAKEN, AND CONTRACTOR SHALL BE REQUIRED TO COORDINATE FULLY WITH OWNER IN CONNECTION WITH CONVENIENCE AND SAFETY OF ALL PERSONS AND WORK INCLUDING OTHERS
   C. CHANGES TO EXISTING ELECTRICAL POWER SYSTEM SHALL BE IN COMPLIANCE WITH NEC 100.18 EXCEPTION. NO OPERATION TO OCCUR ON TRANSFER OR A BREAKER PRIMARY PART THE FACILITY PLANT OR BEARING MAINTENANCE PERSONNEL IN THE ABOVE TO PERFORM SUCH PREMAINTENANCE PRIOR TO ANY WORK. SUBMIT DISCREPANCIES AND DEFICIENCIES TO OWNER REPRESENTATIVES FOR COORDINATION AND CALCULATION BEFORE PROCEEDING

CKT No.	LOAD SERVED		PHASE	POLES	WIRE AWG	CONDUIT (TRADE SIZE)	LOAD
1	HMP-1 (WELL PUMP)	(1)	A	3	350	350 KCMIL	1 1/2"	40,000
3							
5							
7	SPARE						
	TOTAL CONNECTED LOAD		79,000 WATTS / 316 AMPS				

LOAD	CONDUIT (TRADE SIZE)	WIRE AWG	POLES	PHASE	LOAD SERVED	CKT No.
						2
						4
						6
					SPARE	8
40,000	1 1/2"	350 KCMIL	3	A	HMP-2 (WELL PUMP) (1)	

(1) CIRCUIT PANEL TO BE PROVIDED WITH A 20 (TIMED WARNING LIGHTS)



A POWER RISER

SCALE NTS

NOTE
MIN METER TO BE IN THE SAME FPL
ACCURAC AS 0.5% UL TRANS IN THIS AB

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Project No. 0209.030

Date	Revision
Jan 21, 2010	Permit Set

Key Plan

Professional of Record: Carlos A. Perez, P.E.
Discipline: Electrical
Registration No. 52575

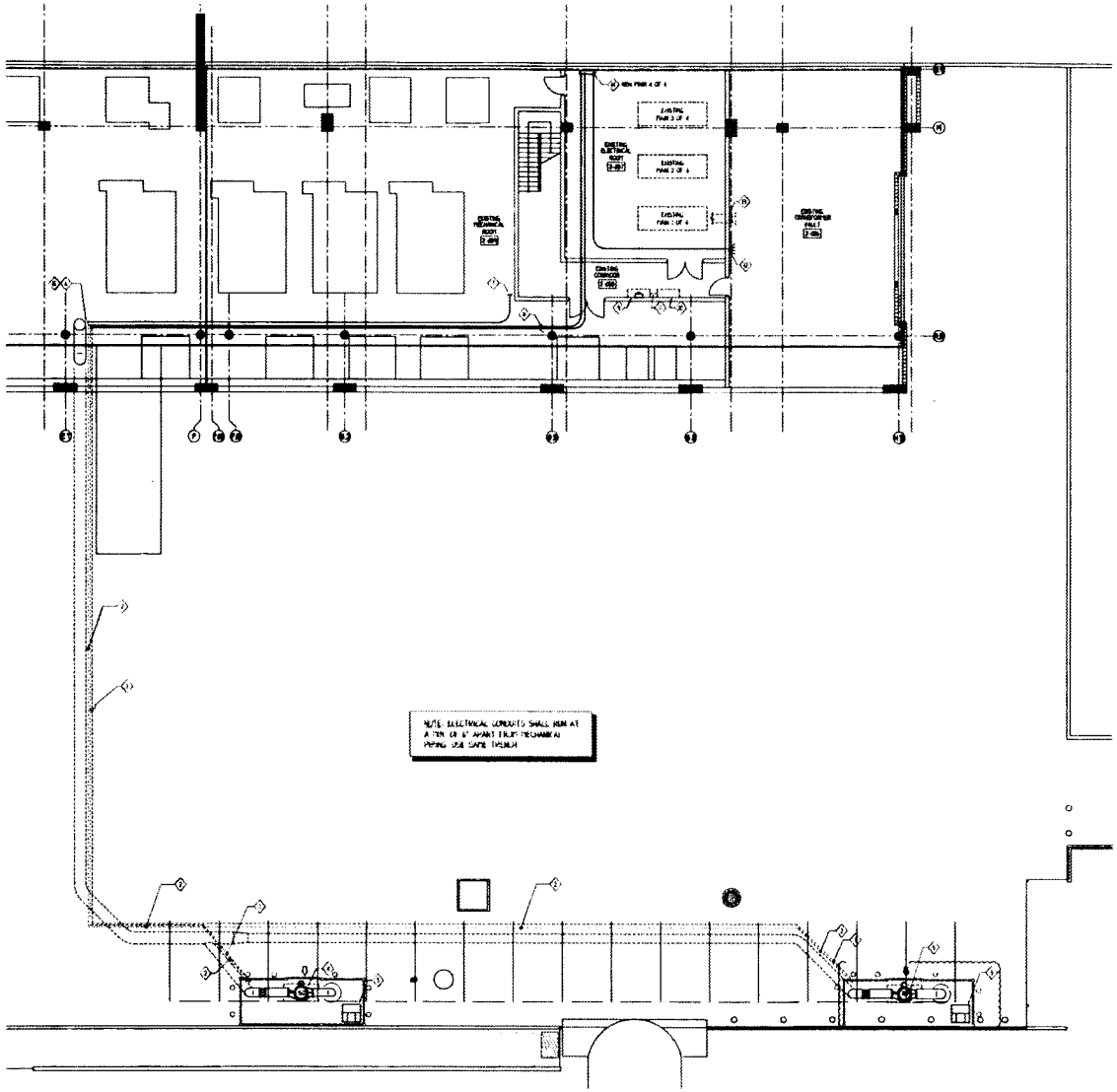
Seal:

Sheet Title:
ELECTRICAL
LEGEND, GENERAL NOTES, DETAIL, SCHEDULE AND POWER RISER DIAGRAM

Drawing No.
E-0.1

172

1256



ELECTRICAL - NEW WORK
PARTIAL SITE PLAN AND ELECTRICAL ROOM
1
SCALE: 1/8"=1'-0"

ELECTRICAL NOTES

1	3 NO. - SCHEDULE 40 PVC) BURIED MIN. 36" BELOW GRADE IN SAND. TRENCH AS PRELIMINARY TERMS. PACKING BACKFILL AND UNDERGROUND PULL BOXES EVERY 200FT FOR EVERY 3 NO. 4/0 CONDUCTORS (NOTE: POWER FEEDER & CONTROL WIRING TO HAVE SEPARATE PULL BOXES). ALL INGROUND PULL BOXES SHALL HAVE TRAFFIC COVER PLATES AND A 36" DIA. x 48" LONG GROUND UNDER BOX WITH A 4/0 GROUND CONDUCTOR BURIED FROM THE GROUND ROD TO THE COVER PLATE
2	1 NO. (SCH 40 PVC) EMPTY CONDUIT FOR CONTROL WIRING COORDINATE WITH MECHANICAL & CONTROL CONTRACTORS
3	INSTALLED PRESSURE SENSOR PIPING WITH FACTORY INSTALLED UNDERGROUND PROTECTION FURNISHED BY MECHANICAL CONTRACTOR AND INSTALLED BY ELECTRICAL CONTRACTOR. DISCLOSURE NOTE TO EXPORT CONTROL
4	NEW 40 HP WELL PUMP, MODEL 3600P, 460V, 3P
5	NEW 20 HP WELL PUMP, MODEL 3600P, 460V, 3P
6	TRANSITION FROM PVC TO EPT UNDERGROUND (FROM CHILLER PLANT)
7	TERMINATE 1" EC (EMPTY CONDUIT) FOR CONTROL WIRING REQUIRED BY MECHANICAL & CONTROL CONTRACTORS
8	1 NO. 2" (EMPTY) SEE PLANS "EMPTY" SCHEDULE FOR FUTURE NEWS. CONTRACTOR SHALL FIELD VERIFY EXACT REQUIRED INSTALLATION NEEDS
9	EXISTING SPARE METER CABINET PROVIDE NEW PPL METER FOR NEW PANEL "EMPTY"
10	EXISTING PPL METER CABINET TO REMAIN
11	EXISTING 1 NO. EC (EMPTY CONDUIT)
12	NEW WALL PENETRATION TO BE PROPERLY SAF APART FROM EXISTING. PROVIDE NEW PENETRATION WITH FIRE SEALS AS REQUIRED BY FPL & INSPECTOR
13	EXISTING BUS DUCT PENETRATION TO REMAIN
14	NEW PANEL "EMPTY" (PANEL 4 OF 4)
15	ELECTRICAL CONTROL CONDUITS SHALL SHARE ROUTING AS MECHANICAL PIPING. COORDINATE WITH MECHANICAL CONTRACTOR

NOTE TO CONTRACTOR
COORDINATE NEW PPL SERVICE WITH PPL ENGINEER
PPL TRANSFORMER PRIMARY 8 (2000) STYRAN
CONTRACTOR SHALL CONSULT COORDINATE & SCHEDULE ANY CONNECTIONS WITH PPL. COORDINATE WITH TRUCK CRANE ENGINEER OF ANY CRANE PPL (2) WEEKS IN ADVANCE

SITE PLAN NOTES

1. CONTRACTOR SHALL EXPOSE AND APPROVED SERVICE LOCATION TO ENSURE THAT EXISTING UNDERGROUND UTILITIES BEYOND DIGGING ARE UNCOVERED
2. CONTRACTOR SHALL COORDINATE WITH THE OWNERS REPRESENTATIVE PRIOR TO OPENING ANY TRENCHES AND TO PREPARATION FOR PUBLIC SAFETY
3. CLEANUP ALL TRENCH AND DEBRIS GENERATED BY THE WORK AND LEAVE COMPLETED WORK IN A CLEAN, UNDAMAGED AND RESTORED CONDITION
4. ANY EXISTING UTILITIES, IRRIGATION LINES, PUBLIC OR PRIVATE PROPERTY, ETC., DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED, REPLACED AND/OR RESTORED AT THE EXPENSE OF THE CONTRACTOR
5. BEFORE SUBMITTING A BID THE CONTRACTOR SHALL VISIT THE SITE AND DETERMINE CONDITIONS AT THE SITE AND ALL EXISTING STRUCTURES IN ORDER TO BEGIN, INCLUDE WITH EXISTING UNDERGROUND AND ELECTRICAL SYSTEMS WHICH MAY IN ANY WAY AFFECT THE WORK REQUIRED UNDER THE CONTRACT. THE CONTRACTOR SHALL REVIEW THE DRAWINGS IN WRITING OF ANY DISCREPANCIES FOUND DURING SAID SITE VISIT. NO SUBSEQUENT INCREASE IN CONTRACT COST WILL BE ALLOWED FOR ADDITIONAL WORK REQUIRED BECAUSE OF CONTRACTOR'S FAILURE TO FACTOR THIS REQUIREMENT
6. IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY MINOR DETAIL OF CONSTRUCTION. THE CONTRACTOR IS EXPECTED TO FURNISH AND INSTALL ALL ITEMS FOR THE COMPLETE ELECTRICAL AND LOW VOLTAGE SYSTEMS AND PROVIDE ALL HARDWARE NECESSARY FOR EQUIPMENT TO BE PLACED IN PROPER WORKING ORDER. ALL UNDERGROUND ELECTRICAL CONDUITS TO BE P.V.C. SCHEDULE 40 UNLESS THE COMPLETED SYSTEMS SHALL BE FULLY OPERATIVE AND ACCEPTED BY OWNERS REPRESENTATIVE
7. NOTE PLAN VARIES SHOWS PROPOSED ROUTING. CONTRACTOR MAY USE ALTERNATE ROUTING DEPENDING ON EXISTING FIELD CONDITIONS
8. TOLERANCE OF (4) 90 DEGREES BENDS WILL BE ACCEPTED
9. ALL IN-GROUND PULL BOXES TO BE PROVIDED WITH A WAY CAN & NOT BURIED GROUND ROD AND IN AND GROUNDING CONDUCTOR BURIED TO GROUND ROD AND METAL COVER
10. ALL UNDERGROUND CONDUITS SHALL BE 36" PROPERLY BELOW GRADE
11. PULL BOXES ARE SHOWN FOR EASE FOR PULLING NOT FOR SPLICING. UNDER GROUND SPLICING SHALL BE KEPT TO A MINIMUM

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Project No. 10-0907310

Date	Issue
Jan 21, 2011	Permit Set

Key Plan

Professional of Record: Lance A. Tilles, P.E.
Discipline: Electrical
Registration No.: 63777

Seal

Sheet Title:

Drawing No.

MECHANICAL SYMBOLS

MECHANICAL ABBREVIATIONS

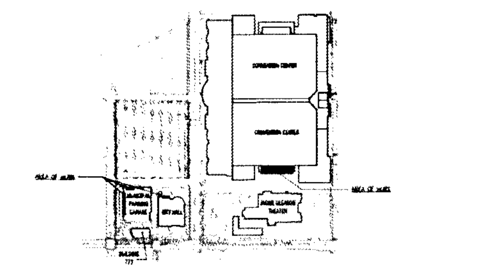
CODE COMPLIANCE

GENERAL NOTES

PIPING SPECIFICATIONS

PIPING ACCESSORIES

VARIABLE FREQUENCY DRIVE



SITE PLAN

PUMP SCHEDULE

UNIT NO	TYPE	SERVICE	LOCATION	MFR / MODEL	SERVICE TEMP (°F)	GPM	TDH (FT WG)	NPSHR (FT) MAX	RPM	VFD	EFF. (%) @ BEP FLOW	IMPELLER DESIGN DIA. (%)	BHP	HP	VOLT/PH
CHWP-1	VERTICAL INLINE	CHILLED WATER	MUNICIPAL PARKING GARAGE	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	YES	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

NOTES:
1. DELETED.
2. MOTORS SHALL BE TEFC AND INVERTER DUTY FOR VFD USE.

HEAT EXCHANGER SCHEDULE

UNIT DESIGNATION		HE-1		HE-2	
DESIGN BASIS		APV		APV	
MODEL NO.		[illegible]		[illegible]	
LOCATION		TMCC - CHILLER PLANT		TMCC - CHILLER PLANT	
HEAT EXCHANGER TYPE		PLATE AND FRAME		PLATE AND FRAME	
HEAT EXCHANGER SIDE		HOT SIDE	COLD SIDE	HOT SIDE	COLD SIDE
PROCESS CONDITIONS	FLUID	WATER	WATER	WATER	WATER
	FLOW RATE (GPM)	[illegible]	[illegible]	[illegible]	[illegible]
	INLET TEMPERATURE (°F)	[illegible]	[illegible]	[illegible]	[illegible]
	OUTLET TEMPERATURE (°F)	[illegible]	[illegible]	[illegible]	[illegible]
	WPD (PSI)	[illegible]	[illegible]	[illegible]	[illegible]
	HEAT EXCHANGED (MBH)	[illegible]		[illegible]	
THERMOPHYSICAL PROPERTIES	DENSITY	[illegible]	[illegible]	[illegible]	[illegible]
	SPECIFIC HEAT CAPACITY	[illegible]	[illegible]	[illegible]	[illegible]
	THERMAL CONDUCTIVITY	[illegible]	[illegible]	[illegible]	[illegible]
	INLET VISCOSITY	[illegible]	[illegible]	[illegible]	[illegible]
	OUTLET VISCOSITY	[illegible]	[illegible]	[illegible]	[illegible]
FRAME / PLATES	FRAME TYPE / SIZE	CARBON STEEL w/ POLYURETHANE BASED PAINT		CARBON STEEL w/ POLYURETHANE BASED PAINT	
	TOTAL NUMBER OF PLATES	[illegible]		[illegible]	
	TOTAL ACTIVE AREA	[illegible]		[illegible]	
	PLATE MATERIAL	TITANIUM GRADE 1 [illegible]		TITANIUM GRADE 1 [illegible]	
	GASKET MATERIAL	NITRILE RUBBER PER (TDA) PARACLIP		NITRILE RUBBER PER (TDA) PARACLIP	
	DESIGN CODE	A.S.M.E. VIII DIV.1		A.S.M.E. VIII DIV.1	
	CERTIFICATE	-		-	
	DESIGN TEMPERATURE - MAX/MIN (°F)	[illegible] / 32		[illegible] / 32	
	DESIGN PRESSURE	[illegible]		[illegible]	

NOTES:
1. HEAT EXCHANGER SHALL BE PROVIDED WITH ASME INSPECTION AND U STAMP.
2. HOT SIDE INLET & OUTLET SHALL BE STAINLESS STEEL [illegible]
3. COLD SIDE INLET & OUTLET SHALL BE TITANIUM CLASS [illegible]

HVAC DESIGN REQUIRES

HVAC DESIGN REQUIRES	YES	NO
DUCT SMOKE DETECTOR		X
FIRE DAMPER(S)		X
FIRE/SMOKE DAMPER(S)		X
FIRE RATED ENCLOSURE		X
FIRE RATED ROOF/FLOOR CEILING ASSEMBLY		X
FIRE STOPPING		X
SMOKE CONTROL		X

PIPE SUPPORT SPACING

PIPE MATERIAL	MAX HORIZONTAL SPACING	MAX VERTICAL SPACING
STEEL	12	6
COPPER	6	10
PVC	4	10

NOTE: MAXIMUM SPACING AS PER SCHEDULE UNLESS OTHERWISE NOTED OR INDICATED ON PLANS

SCOPE OF WORK

WORK SHOWN ON THESE PLANS IS LIMITED TO THE INSTALLATION OF NEW CHILLED WATER PIPING DISTRIBUTION WITHIN THE AREAS SHOWN/DESCRIBED FOR A FUTURE TIE-IN TO THE CENTRAL PLANT LOCATED IN THE CONVENTION CENTER.

CONTRACTOR SHALL COORDINATE & VERIFY WITH OWNER CONDITION OF PIPING, SUPPORTS, CONTROLS SYSTEMS, & ELECTRICAL SERVICES.

NOTE:
NOT ALL SYMBOLS AND ABBREVIATIONS LISTED APPLY TO THIS PROJECT. REFER TO CONSTRUCTION DOCUMENTS FOR SCOPE OF WORK.

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CHILLED WATER PIPING DISTRIBUTION AND FUTURE TAP CONNECTIONS

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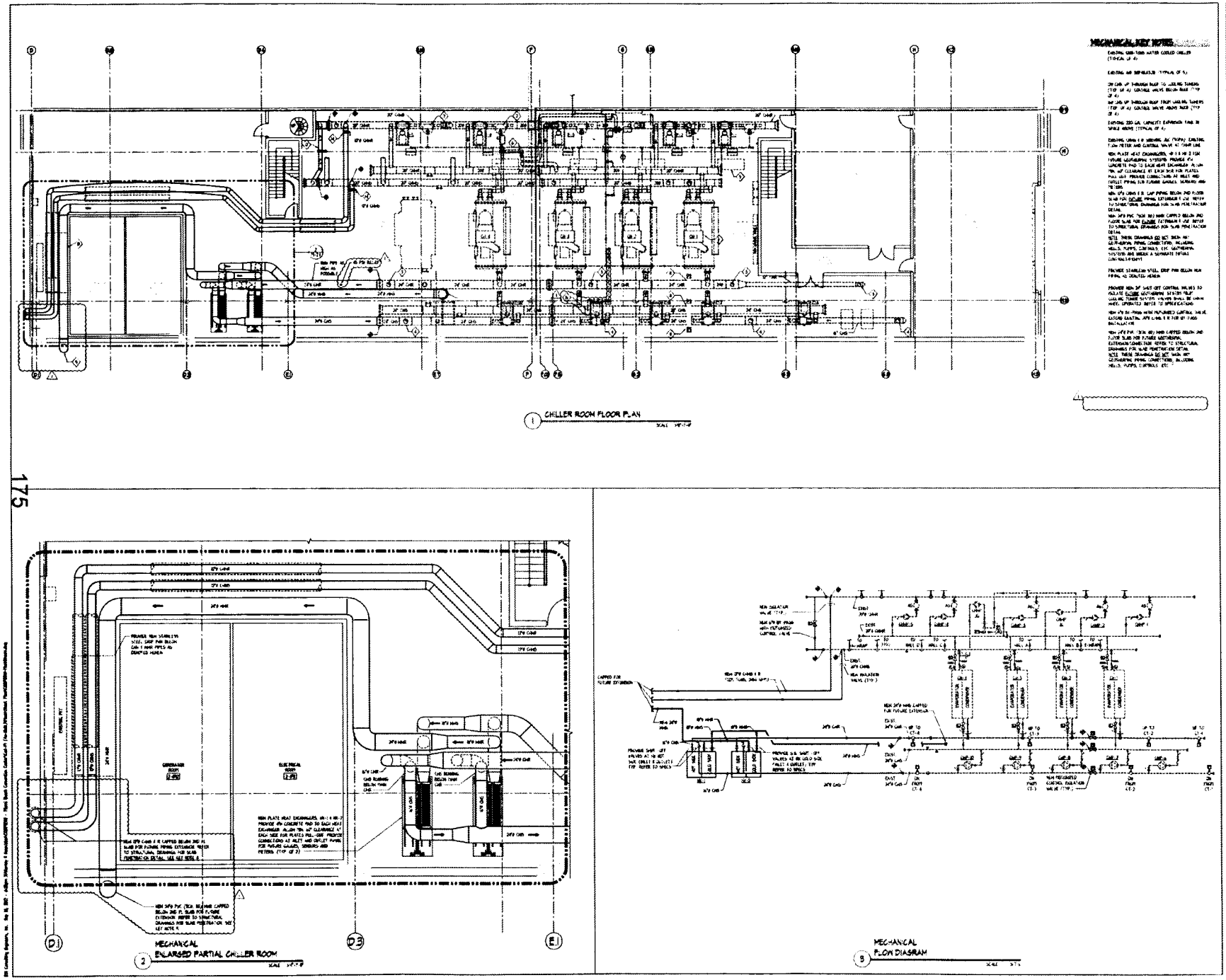
ESO
JUAN FERNANDEZ BARQUIN, P.E.

Key Plan

Sheet Title:
MECHANICAL LEGEND, GENERAL NOTES, SCHEDULES AND SPECIFICATIONS

Drawing No.
M-0.1


MECHANICAL KEY NOTES
1 CHILLER ROOM FLOOR PLAN
2 MECHANICAL ENLARGED PARTIAL CHILLER ROOM
3 MECHANICAL FLOW DIAGRAM
CITY OF MIAMI BEACH
CHILLED WATER PIPING DISTRIBUTION AND FUTURE TAP CONNECTIONS
AMERESCO
DSI
JUAN FERNANDEZ BARQUIN, P.E.
Key Plan
Sheet Title:
MECHANICAL CHILLER ROOM FLOOR PLAN AND FLOW DIAGRAM
Drawing No.
M-1.1

175

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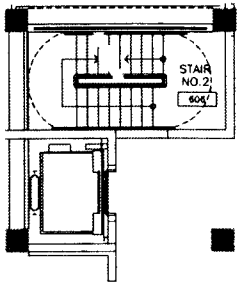

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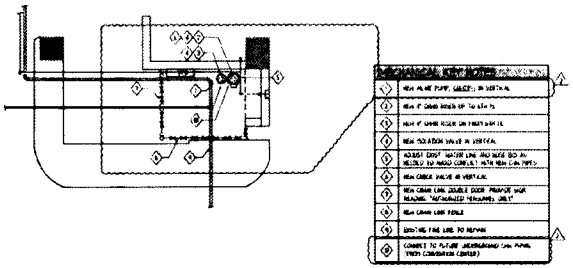
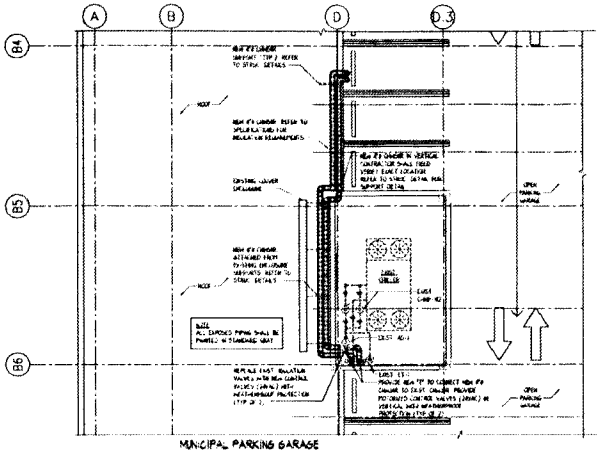
D1 FIELD FABRICATED ANGULAR BASE DETAIL
SCALE NTS

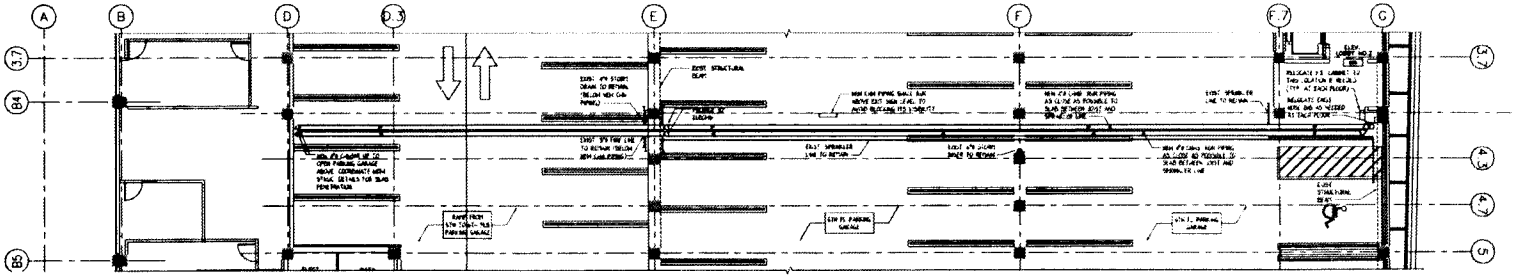


MUNICIPAL PARKING GARAGE
ENLARGE PARTIAL 1st FLOOR PLAN
1 SCALE 1/8"=1'-0"



MUNICIPAL PARKING GARAGE
ENLARGE PARTIAL ROOF PLAN
2 SCALE 1/8"=1'-0"

MUNICIPAL PARKING GARAGE
PARTIAL ROOF PLAN - NEW WORK
P1 SCALE NTS
NOTE: PICTURE IS FOR REFERENCE ONLY



MUNICIPAL PARKING GARAGE
ENLARGE PARTIAL 6th FLOOR PLAN
3 SCALE 1/8"=1'-0"

MUNICIPAL PARKING GARAGE
PARTIAL 6TH FLOOR PLAN - NEW WORK
P2 SCALE NTS
NOTE: PICTURE IS FOR REFERENCE ONLY

GENERAL SHEET REVISION

CITY OF MIAMI BEACH
500 17th Street
Miami Beach FL 33139

CHILLED WATER PIPING
DISTRIBUTION AND
FUTURE TAP CONNECTIONS

AMERESCO
Green • Clean • Sustainable

Project No: C00002530

Date	Issue
February 4, 2011	Permit Set
2010/12/20	BLDG DEPT COMMENTS
2010/12/20	WELDING DRAWING

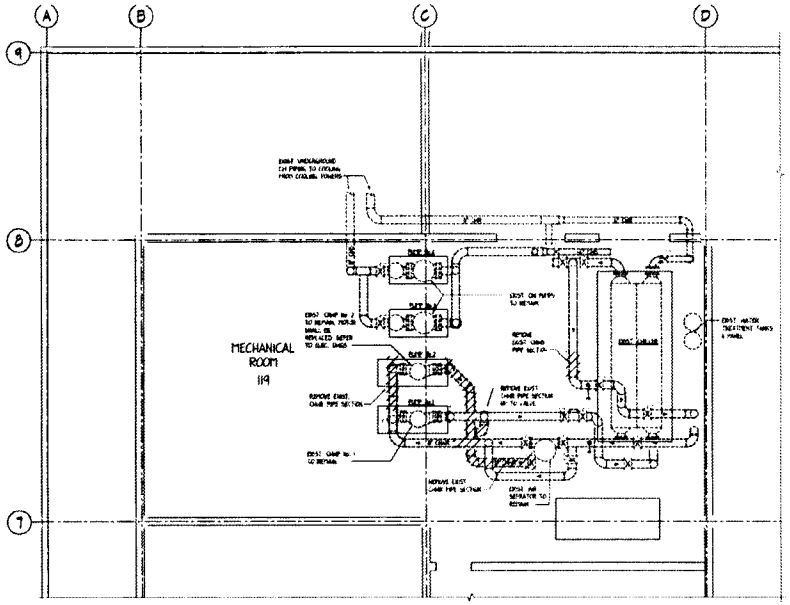
Key Plan

Professional of Record: Igor Gonzalez, P.E.
Discipline: Mechanical
Registration No: 56018

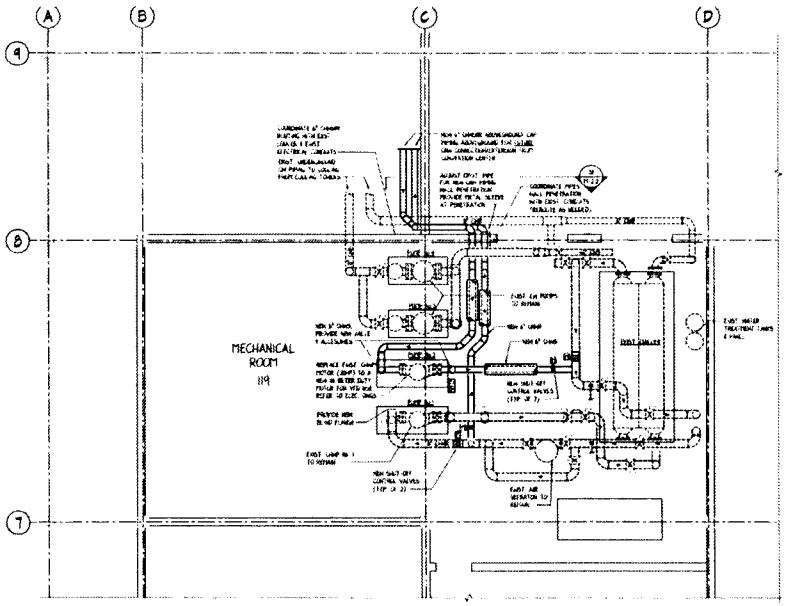
Seal

Sheet Title
MECHANICAL
PARKING GARAGE
PARTIAL FLOOR PLANS
AND SECTIONS

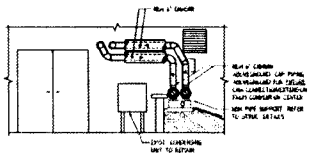
Drawing No:
M-1.2



1 CITY HALL - TIE-IN CONNECTIONS
ENLARGED MECHANICAL ROOM - DEMOLITION



2 CITY HALL - TIE-IN CONNECTIONS
ENLARGED MECHANICAL ROOM - NEW WORK



5 SECTION - NEW WORK

CITY OF MIAMI BEACH
500 7th Street
Miami Beach, FL 33139

CHILLED WATER PIPING
DISTRIBUTION AND
FUTURE TAP CONNECTIONS

AMERESCO
Green • Clean • Sustainable

Project No.:

Date
February 2, 2011

Key Plan

Sheet Title
MECHANICAL
CITY HALL
PARTIAL FLOOR PLANS
AND SECTIONS

Drawing No.
M-1.3

MECHANICAL SYMBOLS

CHWR	CHILLED WATER RETURN
CHWS	CHILLED WATER SUPPLY
CWR	CONDENSER WATER RETURN
CWS	CONDENSER WATER SUPPLY
HWR	HOT WATER RETURN (HEATING)
HWS	HOT WATER SUPPLY
	PIPE TURNING UP
	PIPE TURNING DOWN
	TOP TAKE-OFF
	BOTTOM CONNECTION BRANCH
	SIDE CONNECTION BRANCH
	CAP ON END OF PIPE
	BLIND FLANGE ON PIPE END
	REDUCER, CONCENTRIC
	REDUCER, ECCENTRIC
	'Y' TYPE STRAINER
	BUTTERFLY VALVE
	PERFORATED BUTTERFLY VALVE
	BALANCING VALVE
	BACKFLOW PREVENTER
	POINT OF CONNECTION (to EXISTING AND NEW WORK)
	EXISTING EQUIPMENT TO BE REPAIRED
	EXISTING EQUIPMENT TO BE REPAIRED
	NEW EQUIPMENT
	EXISTING PIPE TO REMAIN
	REMOVE EXISTING PIPE
	NEW PIPE

MECHANICAL ABBREVIATIONS

SYMBOL	DESCRIPTION
3M	THREE-MONT
A/E	ARCHITECT/ENGINEER
AFF	ABOVE FINISHED FLOOR
ARCH	ARCHITECT, ARCHITECTURAL
AUTO	AUTOMATIC
BHP	BRAKE HORSEPOWER
BOP	BOTTOM OF PIPE
BTU	BRITISH THERMAL UNIT
CHW	CHILLED WATER
CHWP	CHILLED WATER PUMP
CHWSP	CHILLED WATER SECONDARY PUMP
CHWTP	CHILLED WATER TOP-START PUMP
CHWR	CHILLED WATER RETURN
CHWS	CHILLED WATER SUPPLY
CLNG	CEILING
COND	CONDENSATE
CV	CONTROL VALVE
CWP	CONDENSER WATER PUMP
CWS	CONDENSER WATER SUPPLY
CWR	CONDENSER WATER RETURN
DETECTOR	DETECTOR
DN	DOWN
DWG	DRAWING
EA	EACH
ELEC	ELECTRICAL
ELEV	ELEVATOR
EXPTR	EXPANSION
EWT	ENTERING WATER TEMPERATURE
EXPT	EXPANDING
FC	FLEXIBLE CONNECTION
FP	FLOW METER, FACTORY PATTERN
FPS	FLOW MEASURING STATION
FPM	FEET PER MINUTE
FS	FLOW METER
GPM	GALLONS PER MINUTE
HD	HEAD
HP	HORSEPOWER
HVAC	HEATING, VENTILATION, AIR CONDITIONING
IN WC	INCHES WATER COLUMN
INS	INSULATION
LWT	LEAVING WATER TEMPERATURE
MBH	THOUSAND BTU PER HOUR
NA, N/A	NOT APPLICABLE, NOT AVAILABLE
NC	NORMALLY CLOSED, NOISE CRITERIA
NF	NOT IN CONFIDENCE
NO	NORMALLY OPEN
NPS	NATIONAL PIPE STANDARD
NPSH	NET POSITIVE SUCTION HEAD
NTS	NOT TO SCALE
PSI	POUNDS PER SQUARE INCH
PSIG	POUNDS PER SQUARE INCH GAUGE
RH	HUMIDITY
RL	REFRIGERANT LIQUID
RPM	REVOLUTIONS PER MINUTE
SP	STATIC PRESSURE
SQ FT	SQUARE FOOT
SQ IN	SQUARE INCH
SS, SST	STAINLESS STEEL
TDH	TOTAL DYNAMIC HEAD
TEMP	TEMPERATURE
THRU	THROUGH
TYP	TYPICAL
UG	UNDERGROUND
UL	UNDERWRITERS LABORATORIES
VFD	VARIABLE FREQUENCY DRIVE
W	WATT
WB	WET BULB
WHD	WHEELHOUSE
WG	WATER GAUGE
WP	WEATHER PROOF
WHR	HOT WATER RETURN
WHS	HOT WATER SUPPLY

NOTE
NOT ALL SYMBOLS AND ABBREVIATIONS LISTED APPLY TO THIS PROJECT. REFER TO CONSTRUCTION DOCUMENTS FOR SCOPE OF WORK.

CODE COMPLIANCE

TECHNICAL WORK SHALL COMPLY WITH THE FOLLOWING STANDARDS & CODES AS APPLICABLE:
1. 2007 FLORIDA BUILDING CODE WITH 2009 SUPPLEMENTS
2. 2007 FIRE PREVENTION CODE WITH 2009 SUPPLEMENTS
3. 2007 FLORIDA FIRE PREVENTION CODE
4. 2002 NFPA 90A
5. 2002 NFPA 96
6. CURRENT ASHRAE STANDARDS

GENERAL NOTES

1. THE WORK THAT IS TO BE DONE UNDER THIS HEADING INCLUDES THE FURNISHING OF ALL LABOR, MATERIALS AND EQUIPMENT, PERMITS, FEES, INSPECTIONS, TEST, INSURANCE, ETC., REQUIRED FOR THE COMPLETION OF THE WORK SHOWN ON DRAWINGS OR LISTED BELOW.
2. THE DRAWINGS ARE GENERALLY DIAGRAMMATIC. ONLY DO NOT SCALE EVERY DIMENSION ON THE DRAWINGS. SHOULD ANY OTHER DIFFICULTY ARISE THAT MAY BE REQUIRED FOR THE INSTALLATION OF THE SPACE ALLOCATED, DO NOT COORDINATION WITH OTHER TRADES.
3. DRAWINGS ARE NOT TO BE SCALED. UNLESS SPECIFIC DIMENSIONS ARE SHOWN, THE SITE CONDITIONS SHALL GOVERN THE EXACT LOCATION OF MECHANICAL EQUIPMENT AND APPURTENANCES.
4. THE NATURE OF THIS CONTRACT WORK WITHIN THE OPERATING FACILITIES. THE CONTRACTOR SHALL WORK AND CAREFULLY DEFINE THOSE PORTIONS OF THE BUILDING AFFECTED BY THIS WORK BEFORE SUBMITTING PROPOSALS SO AS TO DELIVER FAMILIAR WITH EXISTING CONDITIONS AND DIFFICULTIES THAT MAY AFFECT EXECUTION OF WORK.
5. ALL SERVICES INTERRUPTION AND ALL REMOVAL / DISPOSAL WORK SHALL BE SCHEDULED AND COORDINATED WITH THE AUTHORIZED REPRESENTATIVE OF THE FACILITIES DEPARTMENT. MECHANICAL SYSTEMS SHALL REMAIN OPERATIONAL DURING BUILDING OPERATION HOURS. CONTRACTOR MUST ALSO TAKE PROPER PRECAUTIONS OF NOT INCLUDING WORKING.
6. ALL EQUIPMENT IN REMOVABLE CONDITIONS REMOVED UNDER THIS CONTRACT SHALL BE PROTECTED AND STORED AT THE JOB SITE FOR REUSE BY THE CONTRACTOR TO A LOCATION DESIGNATED BY THE OWNER. ALL OTHERS INCLUDING DUCTWORK AND ACCESSORIES SHALL BE PHYSICALLY DESTROYED AND DISPOSED OF BY CONTRACTOR UNLESS OTHERWISE INDICATED. CONTRACTOR SHALL COORDINATE WITH OWNER FOR FINAL ARRANGEMENTS.
7. ANY EQUIPMENT OR DEVICE TO REMAIN THAT MUST ALSO BE DISCONNECTED BECAUSE OF THE REMOVAL OF ANY OTHER DEVICE THAT IS DISCONNECTED AND THEN BACK TO THE EXISTING BUILDING SYSTEMS AND TESTED FOR CORRECT OPERATION.
8. ALL BUILDING CONSTRUCTION AFFECTED BY THE REMOVAL, INSULATION, INSTALLATION OF ANY PIECE OF EQUIPMENT SHALL BE REPAIRED AND REFINISHED AS REQUIRED TO MATCH EXISTING CONDITIONS OR AS DIRECTED BY THE OWNER.
9. PARTIALLY SUBMERGED VENTURES, WALLS, FLOORS AND CEILINGS FROM DAMAGE DURING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR ALL OPENING FOR REPAIR OR REPLACEMENT OF UTILITIES OR OTHER PROPERTY DAMAGED DURING CONSTRUCTION.
10. WORK CONSIDERED REQUIRED FOR THE COMPLETION OF THE WORK IN PROPER MANNER NOT SHOWN ON THE PLANS OR NOTES SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER/ENGINEER IN WRITING FOR APPROVAL.
11. MAINTAIN A COMPLETE "AS-BUILT" RECORD SET OF DRAWING.
12. CUT ALL OPENINGS, CHASES, TRENCHES, ETC. REQUIRED TO ACCOMPLISH THE WORK UNDER THIS DIVISION AND REPAIR ALL WALLS, ROOF, ETC. DAMAGED BY SUCH CUTTINGS. ALL WORK DONE UNDER THIS HEADING MUST CONFORM IN EVERY RESPECT TO FINISH AND QUALITY OF MATERIALS AND WORKMANSHIP SPECIFIED UNDER APPROPRIATE SECTIONS FOR THIS BUILDING.
13. SUBMIT SHOP DRAWINGS OF ALL MATERIALS, PIPING AND EQUIPMENT FOR REVIEW BY ENGINEER PRIOR TO ORDERING, FABRICATION AND/OR INSTALLATION.
14. CONTRACTOR SHALL VERIFY SPACE CONDITIONS AND DIMENSIONS AND SHALL COORDINATE WORK WITH ALL OTHER TRADES AT JOB SITE PRIOR TO FABRICATION AND INSTALLATION OF PIPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL COORDINATION OF THIS WORK WITH THOSE OF ALL OTHER TRADES.
15. OBTAIN FULL INFORMATION REGARDING REGULATIONS AND LIMITATIONS OF SPACE AVAILABLE FOR INSTALLATION OF THE EQUIPMENT AND MATERIALS UNDER THIS CONTRACT, AND PROVIDE READY ACCESSIBILITY TO VALVES AND OTHER APPURTENANCES, WELCOME ANY PART OF SYSTEM DESIGNED TO BE REMOVED FOR MAINTENANCE AND OPERATING.
16. ALL PIPE SIZES SHOWN ON DRAWINGS ARE CLEAR INSIDE DIMENSIONS.
17. ALL EQUIPMENT AND MATERIALS SHALL BE GUARANTEED FOR THE PERIOD OF ONE YEAR.
18. ALL WORK SHALL BE COORDINATED WITH THE WORK OF OTHER TRADES TO AVOID INTERFERENCE WITH PROGRESS OF CONSTRUCTION AND IN STRICT COMPLIANCE WITH ALL APPLICABLE CODES AND DRAWINGS.
19. CONTRACTOR ALL ELECTRIC WORKS AND CONCRETE SHALL BE PROVIDED BY THE CONTRACTS CONTRACTOR.
20. EQUIPMENT IDENTIFICATION:
   A. ALL PIPING EXPOSED OR CONCEALED IN ACCESSIBLE SPACES AND CEILINGS SHALL BE PROVIDED WITH COLOR BANDS, LEGEND AND FLOW ARROWS IN ACCEPTABLE MANNER AND FORM.
   B. ALL EQUIPMENT SHALL BE IDENTIFIED WITH THE SAME DESIGNATION SHOWN ON THE DRAWINGS. IDENTIFICATION SHALL BE WITH ENGRAVED PLASTIC NAMEPLATES DURING 1" LETTERS ON EQUIPMENT ROOMS, CABINETS AND WITH BRASS TAGS WHERE CABINETS DO NOT EXIST.
21. TESTING, TEST AND BALANCE TO BE PERFORMED BY AGENCY CONTRACTED BY THE OWNER. CONTRACTOR SHALL COORDINATE WITH TEST & BALANCE AGENCY AND CORRECT ALL DEFICIENCIES AS REQUIRED.

PIPE SPECIFICATIONS

1. GENERAL
   A. NEW PIPING SHALL BE COMPLETELY CLEANED & FLUSHED. DIRT & DEBRIS SHALL BE TAKEN OUT OF THE SYSTEM.
2. CORROSION
   A. COORDINATE LAYOUT AND INSTALLATION OF PIPING WITH DIAPHRAGMS AND WITH OTHER INSTALLATIONS.
   B. COORDINATE PIPE SLEEVE INSTALLATION FOR FOUNDATION WALL PENETRATIONS.
   C. COORDINATE PIPE FITTING PRESSURE CLASSES WITH PRODUCTS SPECIFIED IN RELATED SECTIONS.
   D. COORDINATE INSTALLATION OF PIPE SLEEVES FOR PENETRATIONS IN EXTERIOR WALLS AND FLOOR ASSEMBLIES.
3. UNDERGROUND CHILLED WATER PIPING
   A. ALL UNDERGROUND CHILLED WATER PIPE SYSTEM SHALL BE INSULATED BY THE MANUFACTURER ALL STRAIGHT SECTIONS, FITTINGS, ANCHORS AND OTHER ACCESSORIES SHALL BE FACTORY FABRICATED, INSULATED, AND JACKETED. THE PIPING SYSTEM LAYOUT SHALL BE APPROVED BY THE PIPING SYSTEM MANUFACTURER TO DETERMINE THE NUMBER AND REPLACEMENTS OF THE SERVICE PIPE. THE PIPING SYSTEM DESIGN AND MANUFACTURER SHALL BE IN STRICT CONFORMANCE WITH ASME B31. LATEST EDITION. INSTALLATION OF THE PIPING SYSTEM SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. FACTORY TRAINED FIELD TECHNICAL ASSISTANCE SHALL BE PROVIDED FOR VERTICAL PERIODS OF INSTALLATION, WELDING, FIELD JOINT INSPECTION AND TESTING.
   B. APPROVED MANUFACTURER: ENERGY TANK FORCE OR APPROVED EQUAL.
   C. ACCESSORIES:
      1. FITTINGS, TEES, REDUCERS, ANCHORS, FIELD JOINTS, AND END SEALS SHALL BE DESIGNED AND FACTORY FABRICATED TO PREVENT THE INGRESS OF MOISTURE INTO THE SYSTEM.
   D. SERVICE PIPE
      1. HDPE SCH 10
   E. INSULATION
      1. THE SERVICE PIPE INSULATION SHALL BE POLYURETHANE FOAM WITH 2.0 LBS/FT3 MINIMUM DENSITY, NON-CONDUCTIVE CLOSED CELL CONTENT AND INITIAL THERMAL CONDUCTIVITY OF 0.14 BTU/HR/FT2 F. THE INSULATION SHALL COMPLETELY FILL THE ANNULAR SPACE BETWEEN THE SERVICE PIPE AND JACKET AND SHALL BE BONDED TO BOTH SYSTEMS. DURING OPEN CELL INSULATION OR A NON-BONDED DESIGN SHALL NOT BE ALLOWED.
      2. ALL PIPE ARCS (BUL) SHALL HAVE NOT LESS DRAW UP INSULATION THICKNESS (MIN.)
   F. INSULATION JACKET:
      1. THE OUTER PROTECTIVE INSULATION JACKET SHALL BE HIGH DENSITY POLYETHYLENE (HDPE), REINF TYPE W. GRAY FOR ABOVE WITH UV BLOCK.
   G. FITTINGS:
      1. ALL FITTINGS SHALL BE FACTORY PREFABRICATED AND PRE-INSULATED. STRAIGHT TANGENT LENGTHS SHALL BE ADDED TO ALL ENDS SO THAT ALL FIELD JOINTS ARE AT STRAIGHT SECTIONS OF PIPE. ELBOW JACKETS SHALL BE MOLDED PVC. MITERING, TAPING OR HOT AIR WELDING SHALL NOT BE ALLOWED.
   H. FIELD JOINTS
      1. THE SERVICE PIPE SHALL BE HYDROSTATICALLY TESTED TO 80 PSIG. INSULATION SHALL EVER BE POURED IN PLACE INTO THE FIELD JOINT AREA. ALL FIELD-APPLIED INSULATION SHALL BE PLACED ONLY IN STRAIGHT SECTIONS OF PIPE. FIELD INSULATION OF FITTINGS IS NOT ACCEPTABLE. THE INSTALLER SHALL SEAL THE FIELD JOINT AREA WITH A HEAT SHRINKABLE ADHESIVE BACKED SURVEY BACKFILLING SHALL NOT BEGIN UNTIL THE HEAT SHRINK SLEEVE HAS CURED.
      2. AFTER WELDING AND HYDROSTATIC TESTING ON THE SERVICE PIPE, THE JOINT SHALL BE SEALED WITH THE ONE PIECE CANNON APPLICABLE CUT, HEAT SHRINKABLE LINING AND PROTECTIVE SHEET.
   I. ALL MATERIALS SHALL BE MADE IN USA
   J. UNDERGROUND WELL WATER PIPES (NON-POTABLE)
      A. SERVICE PIPE
         1. HDPE SCH 10
      B. FITTINGS
         1. ALL FITTINGS SHALL BE FACTORY PREFABRICATED. STRAIGHT TANGENT LENGTHS SHALL BE ADDED TO ALL ENDS SO THAT ALL FIELD JOINTS ARE AT STRAIGHT SECTIONS OF PIPE. ELBOW JACKETS SHALL BE MOLDED PVC. WELDING, TAPING OR HOT AIR WELDING SHALL NOT BE ALLOWED.
      C. FIELD JOINTS
         1. THE SERVICE PIPE SHALL BE HYDROSTATICALLY TESTED
      D. ALL MATERIALS SHALL BE MADE IN USA
   K. BACKFILLING
      A. UNDERGROUND SYSTEMS SHALL BE BURIED IN A TRENCH OF NOT LESS THAN 24 INCHES DEEPER THAN THE TOP OF THE PIPE JACKET AND NOT LESS THAN 24 INCHES WIDER THAN THE COMBINED O.D. OF ALL PIPING SYSTEMS. BASE OF TRENCH SHALL HAVE A 6" SAND, GRAVEL OR CLEAN FILL PRIOR TO PRESSURE TESTING. THE SYSTEM (INCLUDE EXCT SIZE OF THE PIPE BETWEEN JOINTS) IS COVERED WITH AT LEAST 1 FOOT COVER PER 100 PSI OF TEST PRESSURE. ALSO PROPERLY PRIMARY BACKFILL TO PREVENT AIR TRAPPING. COVERING THERE MUST BE 24 HOURS PRIOR TO USE OF JACKET TO ENSURE OF THE COMPACTED FILL.
   L. QUALITY ASSURANCE
      A. INSTALLER: CERTIFIED INSTALLERS OF PIPING SYSTEMS WITH FIVE YEARS PRIOR EXPERIENCE.
   M. HEADERS AND CLEANING
      A. AFTER COMPLETING UNDERGROUND PIPING SYSTEM INSTALLATION, INCLUDING OUTLET FITTINGS AND DEVICES, VERIFY THAT BEFORE BURIED, DIRT, AND CONSTRUCTION DEBRIS, AND REPAIR DAMAGED PIPE-SAFE INCLUDING CAPS, SUBGRADES, AND ABRASIONS.
      B. ENSURE THAT SYSTEM IS OPERATIONAL, FULLY VENTED AND VERIFIED PRIOR TO CLEANING. PLACE TEMPORARY CLEANER VALVE IN OPEN POSITION DURING CLEANING. USE WATER FILTER TO REGAIN CAPACITY IN EACH SYSTEM.
      C. AND CLEANING CHEMICALS AS RECOMMENDED BY PIPING MANUFACTURER.
      D. CHILLED WATER SYSTEM - CIRCULATE FOR 48 HOURS, THEN DRAIN. REFILL WITH CLEAN WATER, CIRCULATE FOR 24 HOURS, THEN DRAIN. REFILL WITH CLEAN WATER AND REPEAT UNTIL SYSTEM CLEANER IS REMOVED.
   N. INSTALLATION
      A. SUBMIT PRODUCT DATA:
      B. INCLUDE PRODUCT DESCRIPTION, LIST OF MATERIALS FOR EACH SERVICE, AND LOCATIONS.
      C. SUBMIT MANUFACTURERS INSTALLATION INSTRUCTIONS.

PUMP SCHEDULE

UNIT NO	TYPE	SERVICE	LOCATION	MODEL	SERVICE TEMP (°F)	GPM	FOR (FT HD)	NPSHR (FT) / NPSH	BHP	MFG	RPM (TO 0 CAPACITY)	IMPELLER DIAMETER (IN)	BHP	HP	VOLTS/PH
HWP-1	VERTICAL INLINE	WELL WATER	PIPE GALLERY (OUTDOOR)	SERIES 4000 UNIVAT	78	400	40	5.0FT	3.0	TBD	1750	6.75	0.63	0.63	460/3
HWP-2	VERTICAL INLINE	WELL WATER	PIPE GALLERY (OUTDOOR)	SERIES 4000 UNIVAT	78	400	40	5.0FT	3.0	TBD	1750	6.75	0.63	0.63	460/3

NOTES:
1. PUMPS SHALL BE PROVIDED WITH INVERTER DUTY MOTOR FOR VFD USE.
2. PUMPS BETWEEN FLANGES SHALL BE COMPLETELY COATED WITH EPOXY FOR SALT WATER USE.
3. PUMPS SHALL BE PROVIDED WITH CAPRC MOUNT PEDESTAL.
4. PUMPS SHALL BE PROVIDED WITH CONE STRAINER WITH SIGHT FLOW INDICATOR (SFFM).
5. ALL PUMPS SHALL BE VFD COUPLED WITH EXTERNAL MECHANICAL SEAL.
6. PUMPS SHALL BE TEFC.

VFD SCHEDULE

UNIT NO	HWP-1 VFD	HWP-2 VFD
LOCATION	OUTDOOR	OUTDOOR
HP	5.0	5.0
ELECT	460/3	460/3
ENCLOSURE	NEMA 4X (SPRAY PROOF)	NEMA 4X (SPRAY PROOF)
MFGR	YASKAWA	YASKAWA
MODEL	E1000H	E1000H

NOTES:
1. PROVIDE NEW MANUAL BYPASS CONTACTOR SWITCH.
2. ON-FLAT CONTACTOR SHALL DISCONNECT MOTOR FROM DRIVE WHEN DRIVE IS STOPPED.
3. VFDS SHALL COMPLY WITH CLEARANCES REQUIRED BY CODE.
4. PROVIDED CABINET MATERIALS SHALL BE PAINTED.
5. REFER TO SPECIFICATIONS HEREIN.

VALVE SCHEDULE

1. GENERAL
   A. NEW SHUT OFF VALVES SHALL BE BUTTERFLY TYPE
   PER 3" AND LARGER, NO EXCEPTIONS PRESSURE DIFFERENTIAL, NOTE A DA CAST IRON BODY AND BONNET, SATURATED BRASS, STAINLESS STEEL FIELD REPLACEABLE SEAT ON RIMS & SEATS AND STEM SEALS
   1. BUNA TYPE 106
   2. DISC TYPE, ALUMINUM BRONZE
   3. OPERATOR FOR SIZE 2" TO 24" STANDARD LEVER HANDLE WITH PROPERLY STOP
   4. OPERATOR FOR SIZES 4" AND LARGER WITH HANDLE ABOVE FLOWS CHAIN-WHEEL OPERATOR
   5. OPERATOR FOR SIZES 8" TO 24" GEAR OPERATOR WITH POINTER
2. METERS
   A. DIFFERENTIAL PRESSURE TRANSMITTER (TYPE ANALOGUE, TRUCKS, ACCU)
   1. TRANSMITTED PRESSURE WITH OR LOCAL OPERATORS WITH SHUT, VENT AND ACCURA (CONTROL INDICATION FLUID IN SEALING SA.)
   2. OVERPRESSURE:
      1) STATIC FLUID PRESSURE: 300 PSI ALL RANGES
      2) SHUT VENT (DIFFERENTIAL) LIMITS: RANGE 1 (0 PSI, 0 PSI, 300 PSI) RANGE 2 (0 PSI, 100 PSI, 100 PSI)
   3. SUPPLY VOLTAGE: 0-10 VDC
   4. OUTPUT: 4-20 MA TO AMPS
   5. ACCURACY: ±0.5% FS AT TYPE (INCLUDES NON-LINEARITY, HYSTERESIS, AND NON REPEATABILITY)
   6. DISPLAY ACCURACY: ±0.10 MA PRECISION OF TRANSMITTER RATING
   7. ENVIRONMENTAL RATING: (OPERATION: -20 TO 80 F)
   8. DISPLAY: WITH, WITH LCD DISPLAY WITH LED BACKLIGHT
   9. WITH PRESSURE LIMITS: 10 MLB (3), (5) ADDITIONAL
   10. PRESSURE CONNECTIONS: 1 PIPE
   11. ELECTRICAL CONNECTIONS: 1/2 PIPE CONDUIT
   12. ENCLOSURE MATERIAL: ALUMINUM DIE CAST, ENVIRONMENTAL RATING: INDOOR/OUTDOOR
   13. AGENCY APPROVAL: CE
   14. OPERATING TEMPERATURE: -10 TO 60°C (14 TO 140°F)
   15. WEIGHT: 11 LBS
   16. WARRANTY: 1 YEAR
   B. TEMPERATURE TRANSMITTER (TYPE PIPE FLUID TEMP)
   1. REMOTE ACCURACY
   2. TRANSMITTED ACCURACY
   3. TRANSMITTED LINEARITY
   4. REPEATABILITY (CONDITIONS): -10 TO 200°F / 10° TO 100°F
   5. OUTPUT: 4-20 MA, TWO WIRE
   6. TRANSMITTER LOAD
   7. SUPPLY VOLTAGE
   8. OPERATION TEMPERATURE: -10 TO 60°C
   9. PROBE:
      1) STAINLESS STAINLESS STEEL, 1/4", 3", TO 6" LONG
      2) MATERIAL COPPER, 1/4", 3", AND 5.0
   10. ENCLOSURE: CAST ALUMINUM WEATHER RESISTANT 1/2" PIPE AND GASKETED COVER SEPARATE FOR OUTDOOR USE, UL 94HB.

VARIABLE FREQUENCY DRIVES

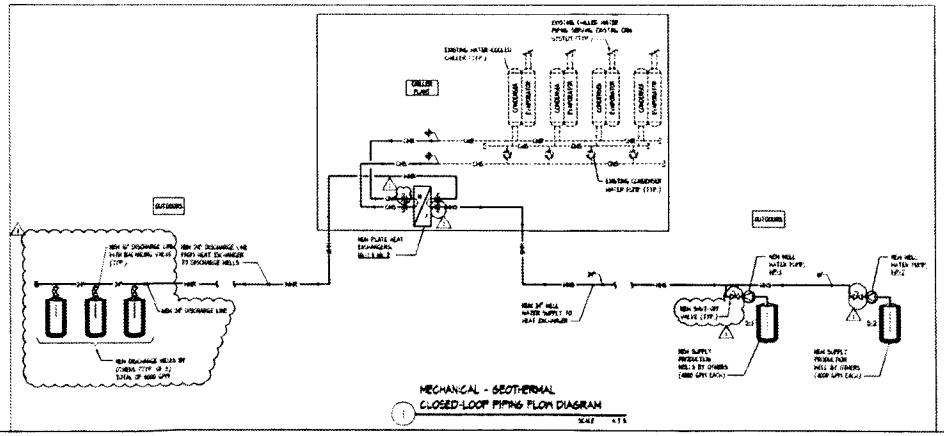
1. ACCEPTABLE MANUFACTURERS
   1. MANUFACTURERS
      A. YASKAWA "BASIS OF DESIGN, OR APPROVED EQUAL.
2. VARIABLE FREQUENCY CONTROLLERS
   1. DESCRIPTION: NEMA 4X 3, VARIABLE-FREQUENCY CONTROLLER, LISTED AND LABELED AS A COMPLETE UNIT AND ARRANGED TO PROVIDE VARIABLE SPEED OF A STANDARD NEMA 56J, 1 HORSEPOWER, 3-PHASE, INDUCTION MOTOR BY ADJUSTING OUTPUT VOLTAGE AND FREQUENCY.
   2. DESIGN AND RATING: PROVIDE LOAD TYPE RATED AS PUMPS AND TYPE OF CONNECTION UNDER INDUCTION MOTOR AVAILABLE BASED ON DIRECT OR THROUGH A TRANSFORMER CONNECTION.
   3. INPUT RATING: 3-PHASE, 3 TO 60 HZ, WITH VOLTAGE PROPORTIONAL TO FREQUENCY THROUGHOUT VOLTAGE RANGE.
   4. STARTING TORQUE: 200 PERCENT OR RATED TORQUE OR AS INDICATED
   5. SPEED REGULATION: PLUS OR MINUS 2% PERCENT
   6. AMBIENT TEMPERATURE: 14F TO 104F
   7. EFFICIENCY: 97 PERCENT PERCENT AT FULL LOAD AND 60 HZ
   8. ISOLATED CONTROL INTERFACE ALLOWS CONTROLLER TO FOLLOW 1 OF THE FOLLOWING 2-20 MA OR 0-10 VDC SPEED REFERENCE
   9. ELECTRICAL SHOCK: 4 TO 20 MA AT 24 V
   10. OPERATING ACCELERATION: INCLUDE THE FOLLOWING OPERATING ACCELERATION CONFIGURATIONS
      1. PRESET SPEEDS: 5 TO 25 PERCENT OF MAXIMUM RPM
      2. MAXIMUM SPEED: 80 TO 100 PERCENT OF MAXIMUM RPM
      3. ACCELERATION: 1 TO 20 SECONDS
      4. DECELERATION: 3 TO 20 SECONDS
   11. CURRENT LIMIT: 50 TO 60 PERCENT OF MAXIMUM RATING
   12. MOTOR PROTECTION AND DIAGNOSTIC FEATURES INCLUDE THE FOLLOWING:
      1. SHORT CIRCUIT PROTECTION OF OUTPUT CIRCUITS
      2. OVERCURRENT PROTECTION
      3. OVERVOLTAGE PROTECTION
      4. UNDERVOLTAGE PROTECTION
      5. OVERTEMPERATURE PROTECTION
      6. SHORT CIRCUIT PROTECTION
      7. AUTOMATIC RESET/RESTART: ATTEMPT 3 RESTARTS AFTER CONTROLLER FAULT OR OR RETURN OF POWER AFTER AN INTERRUPTION AND REMAIN SHUTTING DOWN FOR MANUAL RESET OF FAULT CONDITION. RESTARTING CANCEL DECELERATION AND HOT START CONTROLLER, REPEAT ON LOAD
      8. POWER INTERRUPTION PROTECTION: PROVIDES MOTOR FROM REENERGIZING AFTER A POWER INTERRUPTION UNTIL MOTOR HAS STOPPED
      9. STATUS LIGHTS: EDGE MOUNTED LED INDICATORS TO INDICATE THE FOLLOWING CONDITIONS
         A. POWER ON
         B. RUN
         C. OVERVOLTAGE
         D. LINE FAULT
         E. UNDERVOLTAGE
         F. EXTERNAL FAULT
   13. PANEL MOUNTED OPERATION STATION: START-STOP AND AUTO/MANUAL SELECTOR SWITCHES WITH MANUAL SPEED CONTROL POTENTIOMETER AND BLANKED TYPE METER
   14. MONITORING DEVICES: METERS OR DIGITAL READOUT DEVICES AND SELECTOR SWITCH MOUNTED FROM OR CONTROLLER DOOR AND CONNECTED TO INTEGRATE CONTROLLER OUTPUT CURRENT, VOLTAGE, AND FREQUENCY.
   15. MANUAL BYPASS: MANUFACTURER SHALL BE ARRANGED TO SAFELY TRANSFER MOTOR BETWEEN CONTROLLER OUTPUT AND BYPASS CONTROLLER CIRCUIT WHEN MOTOR IS AT STOP SPEED. CONTROLLER OUT BYPASS SELECTOR SWITCH INDICATOR LIGHTS SET AND INDICATE MODE SELECTION
   16. BYPASS CONTROLLER: NEMA KS 2, FULL VOLTAGE, NONREVERSING MOTOR CONTROLLER, PROVIDED ALONG THE LINE STARTING CAPABILITY IN MANUAL BYPASS MODE. PROVIDE MOTOR OVERLOAD PROTECTION UNDER BOTH MODES OF OPERATION WITH CONTROL LOAD THAT ALLOWS CONTROL THAT HAVE CAPABILITY IN OTHER MODE
   17. ISOLATING SWITCH: NON-LOAD BREAK SWITCH MANUFACTURED TO ISOLATE VARIABLE-FREQUENCY CONTROLLER AND PROVIDE SAFE TROUBLESHOOTING AND TESTING. SWITCH PROVIDED AND BE ARRANGED SHALL PROVIDE A CONTACT IN BYPASS MODE
   18. CONTROL PANEL AND PROTECTION - BYPASS ONLY
      1. PROVIDE A TERMINATOR INTERFACE CONTROLLER TO PROVIDE THE FACILITY MANAGEMENT SYSTEM WITH 4 TO 20 MA. THE TERMINATOR INTERFACE SHALL FOR LOCAL SHOW, PROVIDE ALL NECESSARY HARDWARE, HARDWARE, SOFTWARE, START UP AND COORDINATING FOR THE PROPER OPERATION BETWEEN THE FACILITY MANAGEMENT SYSTEM AND THE SPEED DRIVE
   19. WARRANTY: 3 YEAR PARTS AND LABOR
   C. SUPPLIERS
      1. DESCRIPTION: NEMA 3R SPLASH COATED
   D. FIELD QUALITY CONTROL
      1. TESTING: AFTER INSTALLING MOTOR CONTROLLERS AND AFTER ELECTRICAL CIRCUITRY HAS BEEN ENERGIZED, DETERMINATE PRODUCT CAPABILITY AND COMPLIANCE WITH REQUIREMENTS.
      A. PROCEDURES: PERFORM EACH VISUAL AND MECHANICAL INSPECTION AND ELECTRICAL TEST STATED IN NETA ATS, SECTIONS 7.5, 7.6, AND 7.8. CERTIFY COMPLIANCE WITH TEST PARAMETERS
      B. REMOVE AND REPLACE MALFUNCTIONING UNITS IN NEW NEW UNITS, AND RETEST
   E. CLEANING
      1. REMOVE PAINT SPLATTERS AND OTHER SPOTS, DIRT, AND DEBRIS. TOUCH UP SCRATCHES AND MARKS OF FINISH TO MATCH ORIGINAL FINISH. CLEAN SURFACES INTERNALLY, USING VACUUM AND PATCHING'S RECOMMENDED BY MANUFACTURER.

SCOPE OF WORK

WORK SHOWN ON THESE PLANS IS LIMITED TO THE INSTALLATION OF NEW MECHANICAL "CONNECTOR WATER UNDERGROUND PIPING AND EXTEND THE EXISTING CHILLED WATER LOOP AT THE CONVENTION CENTER TO PROVIDE CHILLED WATER TO THE CITY HALL AND THE NEW MUNICIPAL PARKING GARAGE.

CONTRACTOR SHALL COORDINATE & VERIFY WITH OWNER CONDITIONS OF EXISTING PIPING, SUPPORTS, CONTROLS SYSTEMS & ELECTRICAL SERVICES.

CONTRACTOR SHALL COORDINATE WITH CIVIL DRAWINGS.



MECHANICAL - GEOTHERMAL CLOSED-LOOP PIPING FLOW DIAGRAM
1 SCALE: NTS

CITY OF MIAMI BEACH
500 15th Street
Miami Beach FL 33139

CHILLED WATER PIPING AND GEOTHERMAL PIPING UNDERGROUND DISTRIBUTION

AMERESCO
Efficiency • Capacity • Sustainability

400 SW 2nd Avenue
Delray Beach, FL 33483
Tel: (954) 481-9404 Fax: (954) 481-9402

R.J. Behar & Company, Inc.
Engineers • Planners
400 S.W. 2nd Avenue, Suite 301
Delray Beach, Florida 33483
Tel: (561) 272-1313 Fax: (561) 272-1314
FACILITY PLANNING, P.E. SERVICES, INC. FIRM
CERTIFICATE OF AUTHORIZATION NO. 00000

DSI
DESIGN STUDIO INTERNATIONAL
1555 NW 108th COURT, UNIT B
Doral, Florida 33172
Tel: (305) 88-4777 Fax: (305) 425-9174
WWW.DESIGNSTUDIO.COM
FIRM CERTIFICATE OF AUTHORIZATION NO. 2630

Project No: CC2009160
Date: June 25, 2009
Permit No:

Revision	Record Drawing

Key Plan

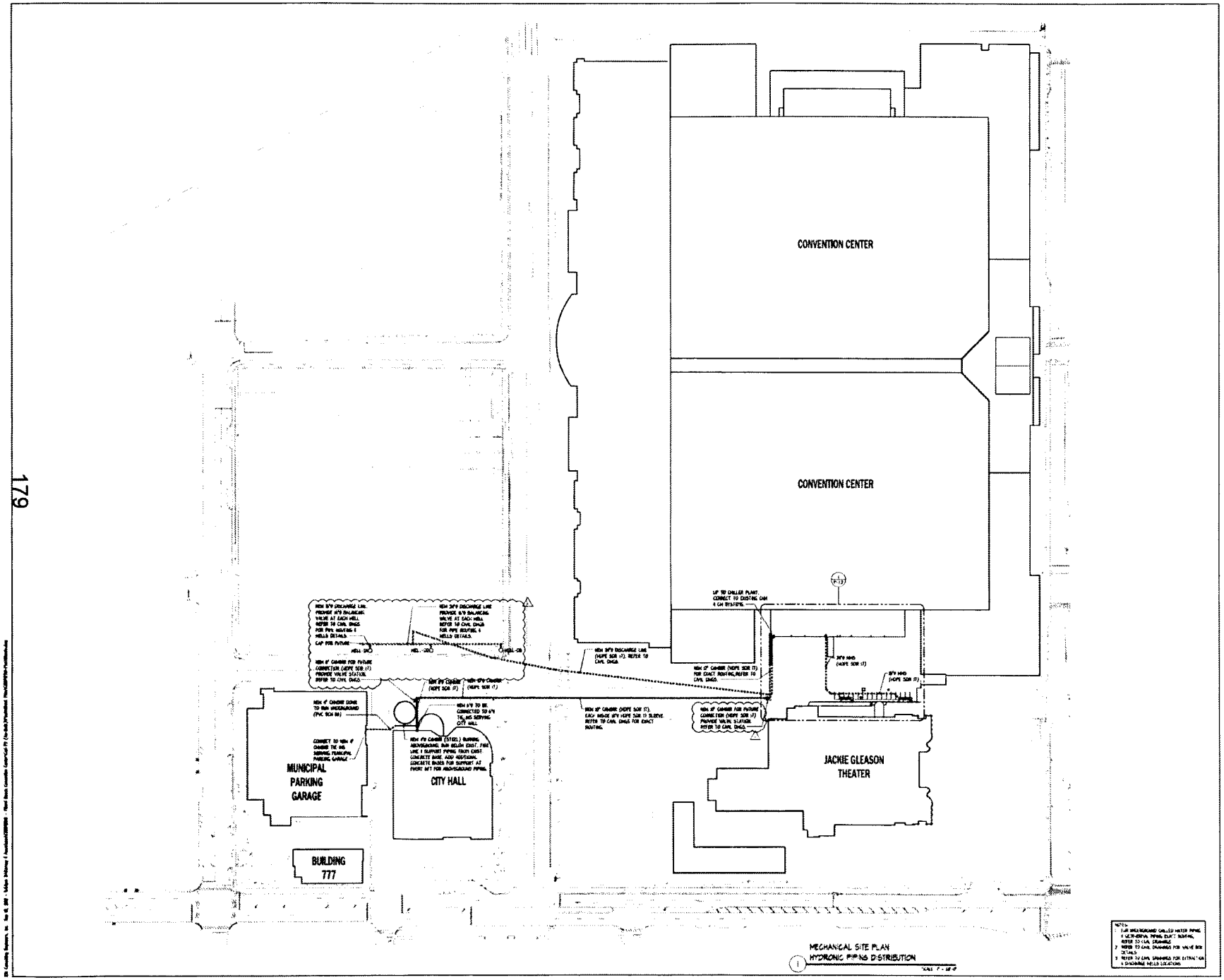
Professional Engineer: Igor Gonzalez, P.E.
Discipline: Mechanical
Registration No: 56298

Sheet Title:
MECHANICAL LEGEND, GENERAL NOTES, SPECIFICATIONS AND FLOW DIAGRAM

Drawing No:
M-0.1

178

1262



CITY OF MIAMI BEACH
500 7th Street
Miami Beach FL 33139

CHILLED WATER PIPING AND GEOTHERMAL PIPING UNDERGROUND DISTRIBUTION

AMERESCO

R.J. Behar & Company, Inc.
Engineers • Planners

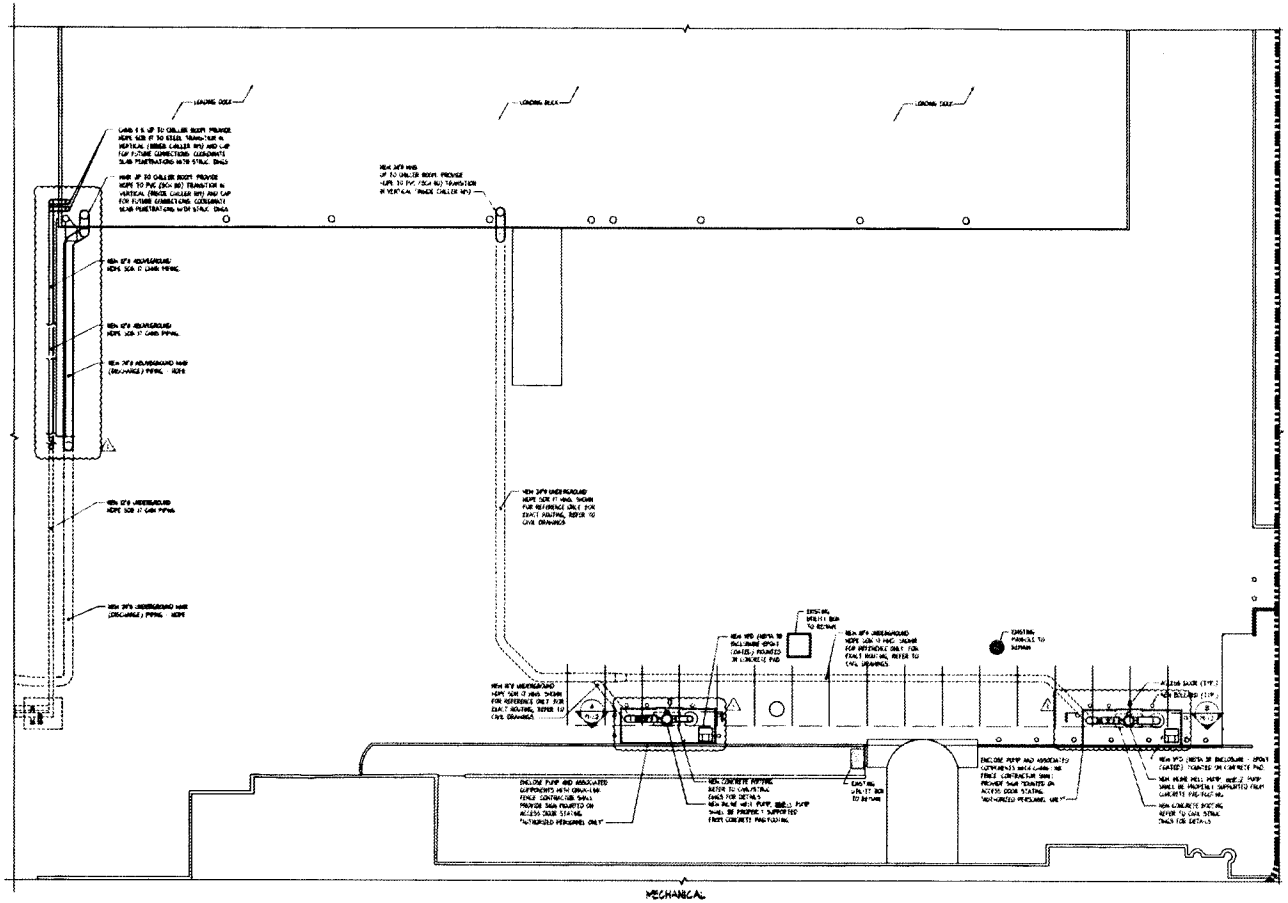
Project No. 07-00560

Date
Issue
Permit No.
Revised Drawing

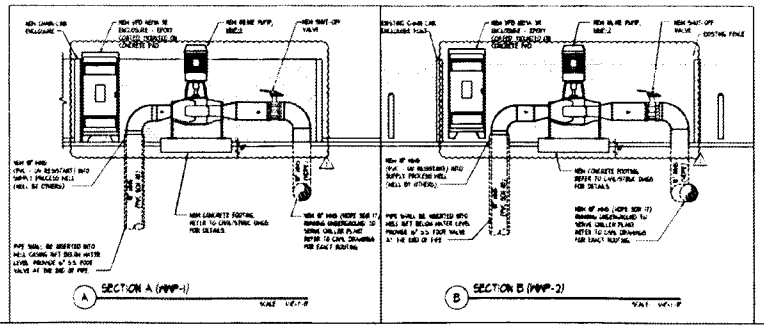
Key Plan

Sheet Title:
MECHANICAL SITE PLAN
CHW & GEOTHERMAL
PIPING DISTRIBUTION
(FOR REFERENCE ONLY)

Drawing No.
M-1.1

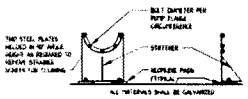


MECHANICAL
PARTIAL SITE PLAN - NEW WORK
SCALE: 1/32"=1'-0"



SECTION A (HWP-1)
SCALE: 1/4"=1'-0"

SECTION B (HWP-2)
SCALE: 1/4"=1'-0"



FIELD FABRICATED ANGULAR BASE DETAIL
SCALE: 1/2"=1'-0"

CITY OF MIAMI BEACH
500 17th Street
Miami Beach FL 33139

CHILLED WATER PIPING AND GEOTHERMAL PIPING UNDERGROUND DISTRIBUTION

AMERESCO
Green · Clean · Sustainable

R.J. Behar & Company, Inc.
Engineers · Planners

ESI

Project No. 1029.00

Date	Issue	Permit No.
09/01/2010	Record Drawing	

Key Plan

Professional of Record: Igor Gonzalez, P.E.
Discipline: Mechanical
Registration No. 56478

Sheet Title:
MECHANICAL
PARTIAL SITE PLAN
NEW WORK AND
SECTIONS

Drawing No.
M-1.2

EXHIBIT "Q"

RESERVED

EXHIBIT "R"

SCHEDULE OF MINIMUM FIXED RENT

Year	Lease Amount
1	$209,279*
2	$492,545
3	$829,706
4	$1,458,413
5	$1,487,581
6	$1,517,333
7	$1,547,679
8	$1,578,633
9	$1,610,206
10	$1,642,410

*As provided in Section 4.4(a), this amount shall apply from the Rent Commencement Date to December 31 of the year in which the first anniversary of the Rent Commencement Date occurs, prorated for any partial months and partial calendar years.

EXHIBIT "S"

MANDATORY HOTEL PROJECT DESIGN ELEMENTS

A full-service convention hotel of not-to-exceed 800 rooms, including:

1. approximately (but not to exceed) 800 rooms (with a breakdown between kings, double/double or double/queen rooms and suites necessary to obtain the Brand Approval by the Initial Hotel Operator);
2. if required by the Initial Hotel Operator, a club lounge;
3. a minimum of approximately 72,000 net square feet (+/- 5%) of hotel conference space for meetings or other events, including a minimum of 20,000 net square feet (+/- 5%) grand ballroom, 10,000 net square feet (+/- 5%) junior ballroom, and 42,000 net square feet (+/- 5%) of breakout meeting space;
4. appropriate space for kitchen facilities, used for room service and serving conference and meeting rooms;
5. food and beverage locations of a total square footage size that is not greater than the square footage size of food and beverage locations that are consistent with the size and number of rooms in comparable 4 Diamond hotels in comparable locations, not less than 600 seats, in the aggregate, contained within a three-meal restaurant, specialty restaurant, pool bar and grill, lounge and lobby bar (such restaurants and bars are to be developed primarily along the perimeter of the ground floor of the Hotel Project) and as necessary to obtain Brand Approval from the Initial Hotel Operator;
6. a non-specialty retail facility which may consist of a sundry and/or coffee shop(s) selling products such as news, coffee, overnight supplies, and travel necessities as necessary to obtain Brand Approval from the Initial Hotel Operator;
7. a pool, fitness center and spa;
8. the exterior elements depicted in **Exhibit E**, subject to a height restriction of a maximum three hundred (300) feet, in accordance with the provisions of the City's Land Development Regulations;
9. a minimum of .40 parking spaces per room on-site, in accordance with the provisions of the City's Land Development Regulations; and
10. the Skybridge.

For the avoidance of doubt, the Lessee may elect to include in the Hotel Project ballroom and meeting space of a size that is greater than the 5% variances provided for above without City's Approval (and Lessee shall not be deemed to have made a Prohibited Hotel Project Change or to have failed to include the Mandatory Hotel Project Design Elements as a result of the inclusion of such excess ballroom and meeting space).

EXHIBIT "T"

LESSEE'S LLC DOCUMENTS

(See attached pages)

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "PORTMAN MIAMI BEACH, LLC", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF JUNE, A.D. 2015, AT 10:43 O'CLOCK A.M.

5768204 8100

150932145

Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 2475278

DATE: 06-17-15

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:46 AM 06/17/2015
FILED 10:43 AM 06/17/2015
SRV 150932145 - 5768204 FILE

CERTIFICATE OF FORMATION

OF

PORTMAN MIAMI BEACH, LLC

THIS CERTIFICATE OF FORMATION of **PORTMAN MIAMI BEACH, LLC** (the "Company") is being executed by the undersigned for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act.

FIRST: The name of the Company is:

Portman Miami Beach, LLC

SECOND: The Company's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street in the City of Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned, being an authorized person of the Company, has executed this Certificate of Formation on this 5th day of June, 2015.

Neal Kamin, Authorized Person

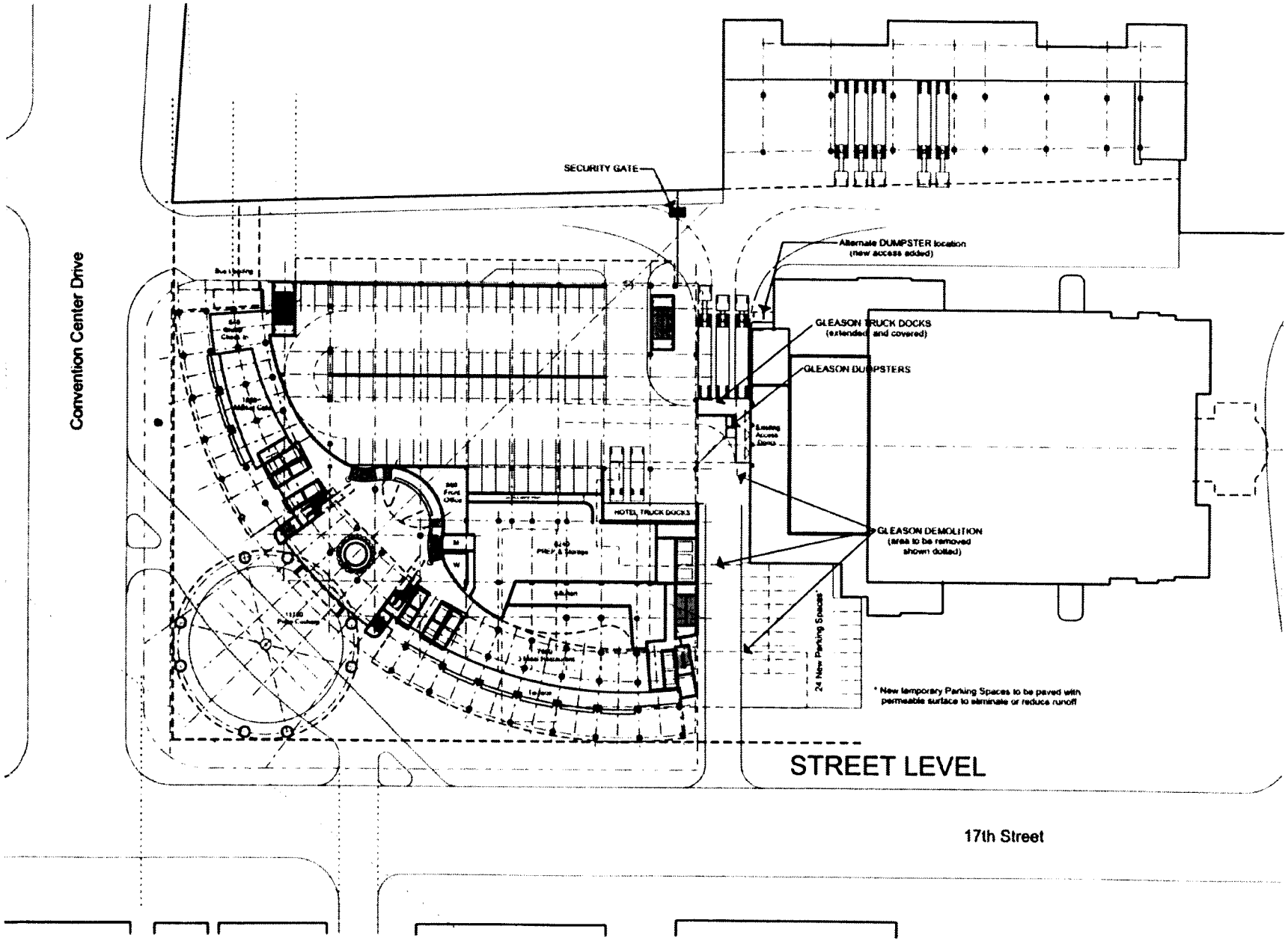
26196746v1

EXHIBIT "U"

FILLMORE THEATER PARKING

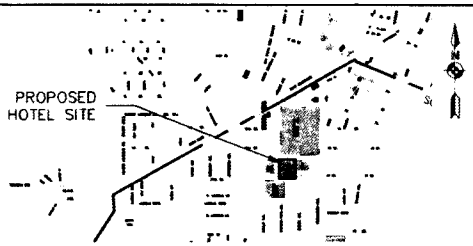
(See attached page)

Exhibit U


SECURITY GATE
Alternate DUMPSTER location
(new access added)
GLEASON TRUCK DOCKS
(extended and covered)
GLEASON DUMPSTERS
HOTEL TRUCK DOCKS
GLEASON DEMOLITION
(area to be removed
shown dotted)
24 New Parking Spaces*
* New temporary Parking Spaces to be paved with
permeable surface to eliminate or reduce runoff
Convention Center Drive
STREET LEVEL
17th Street

APPENDIX 2

Appendix 2



LOCATION SKETCH
(NTS)

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IS SECTION 34, TOWNSHIP 53 SOUTH, RANGE 42 EAST, CITY OF MIAMI BEACH, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 22, ACCORDING TO THE AMENDED PLAT OF GOLF COURSE SUBDIVISON, OF THE ALTON BEACH REALITY COMPANY, AS RECORDED IN PLAT BOOK 2, PAGE 26, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. THENCE N88°01'48"E, ALONG THE EASTERLY PROLONGATION OF THE NORTHERLY RIGHT OF WAY LINE OF 17TH STREET SAID RIGHT OF WAY BEING 70 FEET IN WIDTH AS SHOWN ON SAID PLAT, A DISTANCE 354.15 FEET; THENCE N01°56'26"W A DISTANCE OF 40.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N01°56'26"W A DISTANCE OF 238.60 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 40.00 FEET, A CHORD WHICH BEARS N43°02'41"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 62.81 FEET, THROUGH A CENTRAL ANGLE OF 89°58'14"; THENCE N88°01'48"E A DISTANCE OF 26.33 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUE N88°01'18"E A DISTANCE OF 297.49 FEET; THENCE S01°56'26"E, TO THE INTERSECTION WITH THE EASTERLY PROLONGATION OF SAID NORTHERLY RIGHT OF WAY OF 17TH STREET, A DISTANCE OF 318.60 FEET; THENCE S88°01'48"W, ALONG SAID RIGHT OF WAY PROLONGATION, A DISTANCE OF 323.73 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 40.00 FEET, A CHORD WHICH BEARS N46°57'48"W; THENCE NORTHWESTERLY ALONG THE ARC SAID CURVE A DISTANCE OF 62.85 FEET, THROUGH A CENTRAL ANGLE OF 90°01'46" TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 115,220 SQUARE FEET OR 2.6 ACRES MORE OR LESS.

TOGETHER WITH:

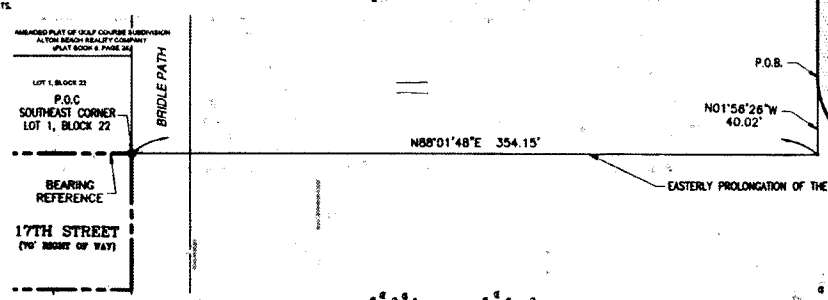
THE FOLLOWING DESCRIBED AIR RIGHTS. THAT SPACE BETWEEN ELEVATION 23.68 AND ELEVATION 52.44 FEET; SAID ELEVATIONS RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D.1988), WHOSE HORIZONTAL LIMITS ARE DEFINED BY THE VERTICAL EXTENSION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT SAID POINT "A"; THENCE N03°29'22"W A DISTANCE OF 53.99 FEET; THENCE N86°30'38"E A DISTANCE OF 30.00 FEET; THENCE S03°29'22"E A DISTANCE OF 54.78 FEET; THENCE S88°01'48"W A DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING SAID POINT ALSO BEING POINT "A".

THE ABOVE DESCRIBED AIR RIGHTS CONTAINS 46,907 CUBIC FEET.

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. BEARING SHOWN HEREON ARE BASE UPON FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE NAD 1983/90, REFERENCED TO THE NORTHERLY RIGHT-OF-WAY LINE OF 17TH STREET WHICH IS ASSUMED TO BEAR N88°01'48"E.
3. IMPROVEMENTS SHOWN HEREON ARE FOR GEOGRAPHIC REFERENCE PURPOSES ONLY. THE SKETCH OF DESCRIPTION HAS BEEN INTEGRATED WITH A PORTION OF A TOPOGRAPHIC SURVEY PERFORMED BY AND WITH THE CONSENT OF ITS USE BY BISCAYNE ENGINEERING INC., 529 W. FLAGLER STREET, MIAMI, FLORIDA 33130.
4. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. THE ELEVATIONS OF AIR RIGHTS AND PROPOSED CONVENTION CENTER BUILDING LINE PROVIDED BY FENTRESS ARCHITECTS.



LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R/W	RIGHT OF WAY
R	RADIUS
A	ARC LENGTH
CA	CENTRAL ANGLE
CB	CHORD BEARING
CD	CHORD DISTANCE

BRIAN T. BELLINO — DATE
CITY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER NO.4973

SKETCH OF DESCRIPTION

SCALE 1"=30' (24"X36" SHEET)
SCALE 1"=60' (11"X17" SHEET)

MIAMIBEACH
PUBLIC WORKS DEPARTMENT
1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FL 33139

NEIGHBORHOOD: CITY CENTER

TITLE: LEGAL DESCRIPTION AND SKETCH OF PROPOSED MIAMI BEACH CONVENTION CENTER HOTEL SITE

CITY MANAGER: JIMMY L. MORALES
DIRECTOR: ERIC T. CARPENTER, P.E.
CITY ENGINEER: BRUCE A. MOWRY, Ph.D., P.E.

ENGINEER OF RECORD
DESIGN ENGINEER
DRAWN BY: L.F.
CHECKER: B.T.B.
SCALE: 1" = 30' / 1" = 60'

CITY SURVEYOR: BRIAN T. BELLINO, P.S.M.

NO	DATE	REVISION	APP'D. BY
5			
4			
3			
2			
1			

File Path: F:\WORK\$ALL\CAD-DWG\PROJECTS\SM\SM-2014J (CC HOTEL SITE)
File Name: SM-2014J.dwg
Survey Reference
Field Book: N/A Page: N/A Work Order: N/A
Date: 7/21/2015 Sheet: 1 of 1 Drawing: EC-01

Note re: Legal Description on Prior Page: If approved as part of the regulatory Design Review Board/development process, the cantilevered elements on the north property line, depicted in Appendix E of the Lease with respect to the 4th Level of the proposed Hotel, will be included within the legal description for the Leased Property.

APPENDIX 3

Appendix 3

Schedule of Proposed Minimum Fixed Rent

		Minimum Fixed Rent	Growth	Variable Rent	Growth	Percentage Rent	Growth
	2016	-		-		-	
	2017	-		-		-	
	2018	-		-		-	
1	2019	$209,279		$209,279		$418,557	
2	2020	492,545	135.4%	492,545	135.4%	985,089	135.4%
3	2021	829,706	68.5%	829,706	68.5%	1,659,413	68.5%
4	2022	1,458,413	75.8%	1,458,413	75.8%	2,916,826	75.8%
5	2023	1,487,581	2.0%	1,517,403	4.0%	3,004,984	3.0%
6	2024	1,517,333	2.0%	1,577,800	4.0%	3,095,133	3.0%
7	2025	1,547,679	2.0%	1,640,308	4.0%	3,187,987	3.0%
8	2026	1,578,633	2.0%	1,704,994	3.9%	3,283,627	3.0%
9	2027	1,610,206	2.0%	1,771,930	3.9%	3,382,136	3.0%
10	2028	1,642,410	2.0%	1,841,190	3.9%	3,483,599	3.0%
11	2029	1,675,258	2.0%	1,878,013	2.0%	3,553,271	2.0%
12	2030	1,708,763	2.0%	1,915,574	2.0%	3,624,337	2.0%
13	2031	1,742,938	2.0%	1,953,885	2.0%	3,696,824	2.0%
14	2032	1,777,797	2.0%	1,992,963	2.0%	3,770,760	2.0%
15	2033	1,813,353	2.0%	2,032,822	2.0%	3,846,175	2.0%
16	2034	1,849,620	2.0%	2,073,479	2.0%	3,923,099	2.0%
17	2035	1,886,612	2.0%	2,114,948	2.0%	4,001,561	2.0%
18	2036	1,924,345	2.0%	2,157,247	2.0%	4,081,592	2.0%
19	2037	1,962,832	2.0%	2,200,392	2.0%	4,163,224	2.0%
20	2038	2,002,088	2.0%	2,244,400	2.0%	4,246,488	2.0%
21-99		385,946,474		432,657,370		818,603,844	
Total		$416,663,864		$466,264,660		$882,928,524	
NPV @5%		$35,209,343		$38,907,292		$74,116,635	

Note: The minimum fixed rent adjusts up or down every 10 years to 55% of the prior five year's average total rent paid.

APPENDIX 4

1. **As requested by Commissioner Grieco, revise Section 4.2(b) as follows:**

Section 4.2. Restrictive Covenants

(b) **Use Restrictions**. The Hotel Project shall not be used by Lessee, nor shall Lessee knowingly permit the use thereof by any other Person for the following: (i) any unlawful or illegal business, use or purpose; (ii) any business, use or purpose which is immoral, disreputable (including "adult entertainment establishments" and "adult" bookstores) or extra-hazardous; (iii) a nightclub where the sale of food is only incidental to the sale of alcoholic beverages and where the establishment is licensed and primarily operated ~~as an "Alcoholic beverage establishment (~~from midnight to 5:00 a.m.~~)~~ as a "Dance hall" or "Entertainment Establishment" as defined by Section 114-1 of the City of Miami Beach Code (other than and specifically excluding the Hotel's lobby bars, rooftop bars or cocktail lounges, pool bars, restaurants, banquet functions or other similar food and beverage operations contemplated as part of the Approved Plans or the Mandatory Hotel Project Design Elements); (iv) any Gaming Establishment (whether or not such use is permitted by applicable law), or (v) any use that constitutes a public nuisance of any kind. Lessee shall have no right to convert the use of the Hotel Project or any portion thereof to any time sharing, time interval or cooperative form of ownership, or to subject the same to any condominium regime.

2. **As requested by Commissioner Grieco, revise Section 4.2(f) as follows:**

Section 4.2(f): **Room Block Agreement**. Lessee shall operate, and cause the Hotel Operator to operate, the Leased Property in material compliance with the terms of the Room Block Agreement throughout the Term. In addition, Lessee shall not receive any commission, rebate or other compensation from any hotel located in the City of Miami Beach with respect to any group room block or room bookings made by any such Miami Beach hotel.

3. **As requested by Commissioner Weithorn, revise Section 4.5 as follows:**

Section 4.5 Covenants for Payment of Public Charges by Lessee

(a) **Payment of Public Charges**. Payment of Public Charges includes:

(i) Lessee, in addition to the Rent and all other payments due to City hereunder, covenants and agrees timely to pay and discharge, before any fine, penalty, interest or cost may be added, all real and personal property taxes, all ad valorem real property taxes, all taxes on Rents payable hereunder and under Subleases, tourist, room and restaurant taxes, and public assessments (including, without limitation, permit fees, impact fees and other public charges~~).~~; and

(ii) Special Assessments pursuant to Section 4.5(d), electric, water and sewer rents, rates and charges levied, assessed or imposed by any Governmental Authority

against the Leased Property, including all Lessee Improvements thereon, in the same manner and to the same extent as if the same, together with all Lessee Improvements thereon were owned in fee simple by Lessee.

(collectively, "Public Charges");

(b) Lessee's obligation to pay and discharge Public Charges levied, assessed or imposed against or with respect to the Leased Property shall not commence until the Possession Date. All such charges shall be prorated if the Possession Date is not at the beginning of the calendar year. Lessee, upon written request, shall furnish or cause to be furnished to the City, official receipts of the appropriate taxing authority, or other proof satisfactory to the City evidencing the payment of any Public Charges.

4. As requested by Commissioners Grieco, Weithorn and Steinberg, add new section 4.5(e) as follows:

(e) No Tax Abatements or Other Public Subsidies to Lessee. Lessee shall not receive any tax abatement, public subsidy or rebate with respect to any Public Charges (including, without limitation, City, Miami-Dade County, or State of Florida taxes of any kind), other than any tax benefits generally available or provided to other similarly situated or similarly sized hotels or businesses.

5. As requested by Commissioner Grieco, revise Section 14.12 as follows:

Section 14.12. Amendments. No amendments to this Lease shall be binding on either Party unless in writing and signed by both Parties. Solely to the limited extent as may be necessary to reasonably facilitate lender financing for the Hotel Project, the City Manager shall have the delegated authority (but not the obligation), after consultation with the City's Chief Financial Officer and City Attorney, to negotiate and execute modifications to Article 9, Article 10, Sections 6.1(a)(vi) through 6.1(a)(ix), and Sections 6.1(b) through 6.1(k) of this Lease; and to negotiate and execute the easements contemplated pursuant to Section 4.1(g) of this Lease. All other amendments must be approved by majority vote of the City Commission, subject to the requirements of the City Charter and applicable law, except that the ~~restrictions~~ provisions of in Sections 4.2(b), 4.2(g), 4.5(a) through (e), and Section A.1 of **Exhibit "A"** hereto may not be modified except by a 6/7th vote of the City Commission and approval of such modifications by at least sixty percent (60%) of the voters voting thereon in a City-wide referendum, in the same manner as required for approval of the initial Lease pursuant to Section 1.03(b)(3) of the City Charter, and the Base Rent and Minimum Fixed Rent set forth in Section 4.4(a) may not be modified except by approval of such modification by at least sixty percent (60%) of the voters voting thereon in a City-wide referendum, in the same manner as required for approval of the initial Lease pursuant to Section 1.03(b)(3) of the City Charter. The City shall not be obligated to expend any money or undertake any obligation connected with any such amendment proposed by Lessee, or otherwise connected with any action requested by or for the benefit of Lessee under this Lease, and shall be reimbursed by Lessee for all out of pocket expenses (including third party consultants and attorneys) incurred by the City. Prior to the City taking action

regarding any such request, Lessee shall deposit with the City the estimated amount of such costs, as reasonably determined by the City.

APPENDIX 5

Appendix 5
Planning Analysis

MIAMIBEACH

PLANNING DEPARTMENT

COMMISSION MEMORANDUM

TO: Jimmy L. Morales, City Manager

FROM: Thomas R. Mooney, AICP
Planning Director

DATE: June 25, 2015

SUBJECT: **Analysis of Proposed Ground Lease Agreement for a Convention Hotel at the approximately 2.6 acre site located on the 1700 Block of Convention Center Drive.**

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 City of Miami Beach (landlord) and Portman Miami Beach LLC (lessee), for the development of a Convention Hotel at the approximately 2.6 acre site located on the 1700 Block of Convention Center Drive. 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 **Public Facility: Convention Center Facilities (PF-CCC)**. The proposed Convention Hotel use is consistent with the purpose of the PF-CCC designation which permits the following:

   Public Facility: Convention Center Facilities (PF-CCC)

   Purpose: To provide development opportunities for existing convention center and facilities necessary to support the convention center.

   Uses which may be permitted: Convention facilities.

   Intensity Limits: Intensity may be limited by such set back, height, floor area ratio and/or other restrictions as the City Commission acting in a legislative capacity determines can effectuate the purpose of this land use category and otherwise implement complementary public policy. However, in no case shall the intensity exceed a floor area ratio of 2.75.

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 proposed use of the property.

   A preliminary traffic analysis indicates that there will be net reduction of peak hour trips in the area as a result of the proposal, since it will encourage conventions where guests arrive to the area by shuttles or other means rather than by single occupancy vehicles. However, additional reviews will take place as the project develops further.

   The site is currently used as a paved, surface parking lot; therefore there will be no diminution of public open space.

   The use should enhance commercial property values, because it will provide additional patrons for the area's businesses.

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. It is expected that the convention hotel will improve the quality of conventions drawn to the convention center, which will generate jobs and encourage economic development.

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 area consists of civic uses; including the Convention Center, City Hall, and public parking garages. Therefore, the development will not block views for other property owners or create environmental intrusions. The design and aesthetic considerations will be further analyzed as part of the Design Review process that is required of new development pursuant to the Land Development Regulations.

5. **The impact on adjacent properties, whether or not there is adequate parking, street and infrastructure needs.**

   Consistent – The convention hotel will be providing adequate parking on-site pursuant to the requirements of the Land Development Regulations. Additional modifications will be made to the surrounding streets and infrastructure as the project is developed further.

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.

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APPENDIX 6

2015-29115 R7A Part (2)

9-2-15

APPRAISAL REPORT OF A
PROPOSED GROUND LEASE
ON REAL PROPERTY
Miami Beach Convention Center Hotel Site
Northeast corner of 17th Street and
Convention Center Drive
Miami Beach, Florida 33139

Report 201533

PREPARED FOR

Ms. Maria Hernandez
City of Miami Beach
1700 Convention Center Drive
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
John@Blazejack.com

August 24, 2015

Ms. Maria Hernandez
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139

Re: Appraisal of Proposed Ground Lease Terms on Real Property - 201533
Miami Beach Convention Center Hotel site
Comprised of 2.65 acres, located at the
Northeast corner of 17th Street and Convention Center Drive
Miami Beach, Florida 33139

Dear Ms. Hernandez:

At your request, we have completed an appraisal of proposed ground lease terms for the above referenced real property. The purpose of the appraisal is to estimate whether or not the terms of the proposed ground lease on this property reflect the market rent that it is capable of generating. This appraisal is subject to various Assumptions and Limiting Conditions and Extraordinary Assumptions set forth in this report. The physical inspection and analysis that form the basis of the report have 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.

We have estimated the rent for the subject site based on the terms of its proposed ground lease. Based on the enclosed analysis, and considering the Assumptions and Limiting Conditions and the Extraordinary Assumptions set forth in this report, **it is our opinion that the proposed terms of the ground lease described herein for the 2.65-acre Miami Beach Convention Center Hotel site would produce a stabilized base contract rent of approximately $2,515,700. Furthermore, this base rent amount, and the terms of this lease, appear to be synonymous with the market rent including the rental rate, terms and lease parameters as of July 27, 2015.**

Respectfully submitted,

BLAZEJACK & COMPANY

John Blazejack

Digitally signed by John Blazejack
DN: cn=John Blazejack, o, ou, email=John@Blazejack.com, c=US
Date: 2015.08.24 12:20:42 -04'00'

John Blazejack, MAI, CRE, FRICS
Partner
Cert Gen RZ-0093

J Guthrie Mlinar, MAI, SRA
Consultant
Cert. Gen. RZ 1916

SUMMARY OF FACTS AND CONCLUSIONS

Property Name:	Miami Beach Convention Center Hotel Site
Property Type:	2.65-Acre hotel development site
Location:	Northeast corner of 17th Street and Convention Center Drive in Miami Beach, Florida 33139
Interest Appraised:	Leased Fee
Client:	City of Miami Beach
Intended Use:	For the Client's internal use in negotiating a land lease for the site of a hotel serving the adjacent Miami Beach Convention Center
Purpose of the Appraisal:	To determine if the terms of proposed land leases on the subject property are synonymous with its market rent.
Date of Appraisal:	July 27, 2015
Dates of Inspection:	June 20, 2015
Date of Report:	August 24, 2015

Zoning:	CCC, Convention Center District, City of Miami Beach
Planned Development:	Full-service, 800-room convention center hotel including multiple food and beverage outlets, extensive meeting room spaces, a recreational spa, parking garage and ancillary amenities consistent with a luxury/upscale chain hotel operation
Highest and Best Use:	As Vacant: Consistent with its planned development As Improved – Redevelopment consistent with its planned use
Real Estate Taxes (2014)	Exempt
Estimated Rent Terms	
Estimated Base Contract Rent:	$2,515,700 (at stabilization)
Estimated Market Rental Rate:	Synonymous with the Estimated Base Contract Rent stated above
Exposure & Marketing Times:	Less than 12 months

TABLE OF CONTENTS

CERTIFICATE OF VALUE **1**

ASSUMPTIONS AND LIMITING CONDITIONS **2**

SECTION I INTRODUCTION **5**

IDENTIFICATION OF THE PROPERTY 6
INTEREST APPRAISED AND DATE OF THE APPRAISAL 6
INTENDED USE AND INTENDER USER OF THE APPRAISAL 6
SCOPE AND PURPOSE OF THE APPRAISAL 6
HISTORY OF THE SUBJECT 7
DEFINITIONS OF VALUE AND INTEREST APPRAISED 7
LEGAL DESCRIPTION 8

SECTION II MARKET ANALYSIS **14**

INVESTMENT CRITERIA & FINANCING AVAILABILITY 15
HOTEL MARKET ANALYSIS 17

SECTION III DESCRIPTIVE DATA **29**

SITE DESCRIPTION 30
DESCRIPTION OF IMPROVEMENTS 32
REAL PROPERTY TAXES AND ASSESSMENTS 32
ZONING 33
HIGHEST AND BEST USE 33

SECTION IV: LEASE ANALYSIS **37**

GROUND LEASE ANALYSIS 38
ESTIMATE OF CURRENT GROUND LEASE PAYMENTS 42
MARKET VALUE OF THE SITE (IN FEE SIMPLE) 51
ANALYSIS OF THE PROPOSED RENT FOR THE SITE 65
CONCLUSIONS 69

ADDENDA

Exhibit A	Engagement Letter
Exhibit B	Proposed Ground Lease & Neutrality Agreement to Subject Site
Exhibit C	Portman Holdings Hotel Development Description & Plan
Exhibit D	Description of Land Sales
Exhibit E	Miami-Dade County Regional Analysis Summary
Exhibit F	Qualifications of the Appraisers

CERTIFICATE OF VALUE

I/we 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 I have no personal interest or bias with respect to the parties involved.
- we have performed no appraisal or other 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.
- John Blazejack and J Guthrie Mlinar 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 and J Guthrie Mlinar have completed the continuing education program of the Appraisal Institute.

BLAZEJACK & COMPANY

John Blazejack

Digitally signed by John Blazejack
DN: cn=John Blazejack, o, ou, email=John@Blazejack.com, c=US
Date: 2015.08.24 12:21:52 -04'00'

John Blazejack, MAI, CRE, FRICS
Partner
Cert Gen RZ-0093

J Guthrie Mlinar, MAI, SRA
Consultant
Cert. Gen. RZ 1916

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 appraiser 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 appraiser 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 estimates rendered herein are 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 unapparent 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 general public through advertising, public relations, news, sales or other media without the written consent and approval of the author, particularly as to valuation conclusions, the identity of the appraiser or firm with which he is connected, or any reference to the Appraisal Institute.

8. The existence of potentially hazardous material used in the construction or maintenance of the site or its improvements, such as the presence of urea formaldehyde foam insulation, and/or the existence of toxic waste which may or may not be present on the property, was not observed by the appraiser; nor does the appraiser have any knowledge of the existence of urea-formaldehyde foam insulation or other potentially hazardous waste material of the improvements and the site may have an effect on the value of the property. We urge the client to retain an expert in this field if needed.

9. Building floor plans, hotel room counts, capacities of food and beverage outlets, and other details of the proposed development of the subject property were obtained from the client's Request for Proposals (RFP No. 2015-103-ME) for the development of a convention headquarter hotel adjacent to the Miami Beach Convention Center. This RFP also contains the proposed terms of the land lease on the subject property, and was reviewed by the appraisers. The data contained therein was assumed to be correct for the purposes of this valuation study. Other information was also obtained from hotel operation proposals from four major international hotel chains, and from the winning bidder on the RFP, Portman Holdings. These were also relied upon by the appraisers and are assumed to be correct for the purposes of this report

10. 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. 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. We assume no

responsibility for the cost of such determination and our appraisal is subject to revision if the building is not in compliance.

Extraordinary Assumptions

1. The proposed lease for the subject site, which is presented in the Addenda of this report, calls for an annual base contract rent this is comprised of a percentage of the gross revenues generated by the hotel operations which will occur on the site, if unencumbered. This hotel development will be comprised of an 800-room luxury hotel under a major international hotel chain affiliation. It will also include multiple food and beverage outlets, a health and beauty spa, substantial meeting room space, a rooftop pool over a parking garage structure, and ancillary amenities consistent with a luxury convention center hotel operation in a major North American market. The description of this redevelopment and expansion to the existing subject property is provided in the client's Request for Proposals (RFP No. 2015-103-ME) for this development, and in the proposed development outlined by the winning bidder of this RFP, Portman Holdings. Therefore, it is an Extraordinary Assumption that the proposed development of this property will occur at a level that is consistent with these proposals. Any deviation from this proposed redevelopment and expansion plan for the appraised property may result in a variance from the market rent that the property is capable of generating.

2. The estimate of market rent assumes responsible ownership and competent management, as noted in the preceding Assumptions and Limited Conditions. This is particularly true for hospitality properties such as that outlined in the development of the hotel that is proposed for the subject site. Therefore, it is also an Extraordinary Assumption that the estimate of market rent contained herein assumes proper management providing operations to the hotel, that are both consistent with the RFP from the client and that of the winning bidder (Portman Holdings).

3. It is an Extraordinary Assumption that the redevelopment of this property will result in a full-service luxury hotel property that is comparable to the competitive set of hotels that are described in the Hotel Market Analysis section of this report. The degree to which this redeveloped hotel product is comparable to these sets of hotels is outlined in this report, with its occupancy and rate penetration relative to this and other competitive hotel sets, is assumed to be reasonable for the purposes of this report.

4. The proposed ground lease for the property requires approval from the citizens (registered voters) of the City of Miami Beach. For the purposes of this analysis, it is an extraordinary assumption that the proposed convention center hotel development to the subject site, detailed in this report, has already been approved by all necessary parties as of the valuation date. If this or other approvals do not occur, the estimates of market rent and values contained herein and its applicability to the subject site are null and void.

5. The estimate of base contract rents and market rents contained herein assume that the development of this proposed 800-room convention center hotel to this site (as described in this report) has been completed and is generating a stabilized level of gross revenues from its hotel operations as of the current date of valuation, with no rent concessions in place. Furthermore, it also an extraordinary assumption that this development plan for the subject property, as proposed, represents its highest and best use.

6. A use restriction in the form of a Neutrality Agreement has been proposed for the subject site. This Neutrality Agreement, which would be between the eventual operator of the hotel (the hotel user) and labor unions, allows for the right of a labor union ("Union") to recruit union members from the hotel's employees. Under this Agreement, the Union would be allowed to recruit during non-business hours in order to obtain a membership of a majority of certain categories of qualified employees of the subject hotel. This agreement does not mandate union membership by these hotel employees, but allows for the enforcement of a neutral environment by the hotel and its operator if a labor union wishes to recruit various categories of hotel employees to join the Union as members. This Agreement would effectively encumber the site by restricting its hotel operator from actively opposing any such recruitment by a labor union of

these qualified hotel employees. If a majority of the qualified hotel employees decide to join a Union, the Union may be allowed to bargain collectively for those employees regarding their employment terms including pay, benefits, hours worked, etc. A description of the basic terms of the proposed Neutrality Agreement that would encumber the site's use is presented in the Addenda of this report. For the purposes of this analysis of the subject property, it is an Extraordinary Assumption that this Agreement is assumed to be in effect as an encumbrance to the use of the site as of the appraisal and valuation dates.

7. Implicit in the estimates of value is the presumption of good quality construction, competent management, aggressive marketing, and economic stability. The value estimates are subject to unforeseeable events that could alter market conditions prior to the effective date of the opinion.

SECTION I INTRODUCTION

IDENTIFICATION OF THE PROPERTY

The subject is a rectangular site with approximately 2.65 acres, located at the northeast corner of 17th Street and Convention Center Drive in the South Beach neighborhood of Miami Beach, Miami-Dade County, Florida. This location is immediately south of the Miami Beach Convention Center, and west of the Fillmore (Jackie Gleason) performing arts theater.

INTEREST APPRAISED AND DATE OF THE APPRAISAL

The purpose of this appraisal is to analyze the terms of a proposed ground lease for this property in order to determine if these terms represent a market lease rate and structure, under economic conditions prevailing on July 27, 2015, the date of the appraisal. A leased fee interest in this property is considered in this valuation as of this current valuation date, along with a Fee Simple interest in the value of the underlying site.

INTENDED USE AND INTENDER USER OF THE APPRAISAL

It is understood that the intended use of this report is for asset management by the client, the City of Miami Beach, in negotiating a ground lease for this property.

SCOPE AND PURPOSE OF THE APPRAISAL

This appraisal is presented in a narrative format that is consistent with USPAP and the client's requirements for research and analysis in this assignment. Its purpose is to estimate whether the terms of the proposed ground lease terms reflect a rental rate that is similar to that which could be obtained in the market (synonymous with market rent). This includes an analysis of the estimated base contract rent for the subject is synonymous with the Market Rent for the site, and the site's value in fee simple, considering the Assumptions and Limiting Conditions and the Extraordinary Assumptions set forth in this report.

As part of this appraisal, a number of independent investigations and analyses were required. 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 ground rent. This includes an analysis of the potential gross revenue generation from an 800-room, full-service, luxury convention center hotel operation at this site. This potential gross

revenue estimate was formulated from data of other similar hotel operations and from estimates provided by several major international hotel chains.

The extent of verification consisted of assembling and analyzing raw data gathered from a variety of sources including public records data services, news periodicals and in-house files. Where possible, transactions were verified through discussions with buyers, sellers, brokers and knowledgeable third parties. A Sales Comparison Approach was used to estimate the value of the subject site in fee simple; returns on an investment in that site were analyzed to determine if the terms of the proposed lease on the site were consistent with its rent-producing capabilities in the open market. Finally, all assumptions and limiting conditions that affect the analyses, opinions and conclusions were set forth.

Data sources included four major international hotel chains (which are not identified in order to conform to their confidentiality requirements), Smith Travel Research, various investor surveys, press releases and interviews from buyers and sellers of hotel (re)development sites in the market, public records, and other outlets.

HISTORY OF THE SUBJECT

The subject is owned by the City of Miami Beach. The site is part of the City's convention center property, which is proposed for lease as the site of the convention center's headquarters hotel. A lease abstract describing the primary terms of the proposed lease on the subject site is presented in Section IV of this report.

No sales of this property were observed by the appraisers during the last five years, and the property is not listed for sale.

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)

LEGAL DESCRIPTION

Not available; the property is part of the larger site of the Miami Beach Convention Center, which has a total of approximately 37 acres.

EXPOSURE TIME AND MARKETING PERIOD

Exposure time is that time the property is assumed to have been on the market before the sale assumed on the date of appraisal. It is our opinion that with a reasonable listing price and aggressive marketing, the subject exposure time for finding a qualified land tenant would be less than 12 months under the described leasing scenario, and the Assumptions and Limiting Conditions and Extraordinary Assumptions outlined in this report.

Marketing time is that time, at any price, that the property would take to sell from the date of appraisal forward, i.e., after the date of appraisal. The relationship between price and marketing time is straightforward and normally, the lower the price, the less time to market. Based on investor expectations and marketing times for similar properties, both the exposure and marketing periods for leasing the subject property are estimated to be less than 12 months.

REGIONAL ANALYSIS

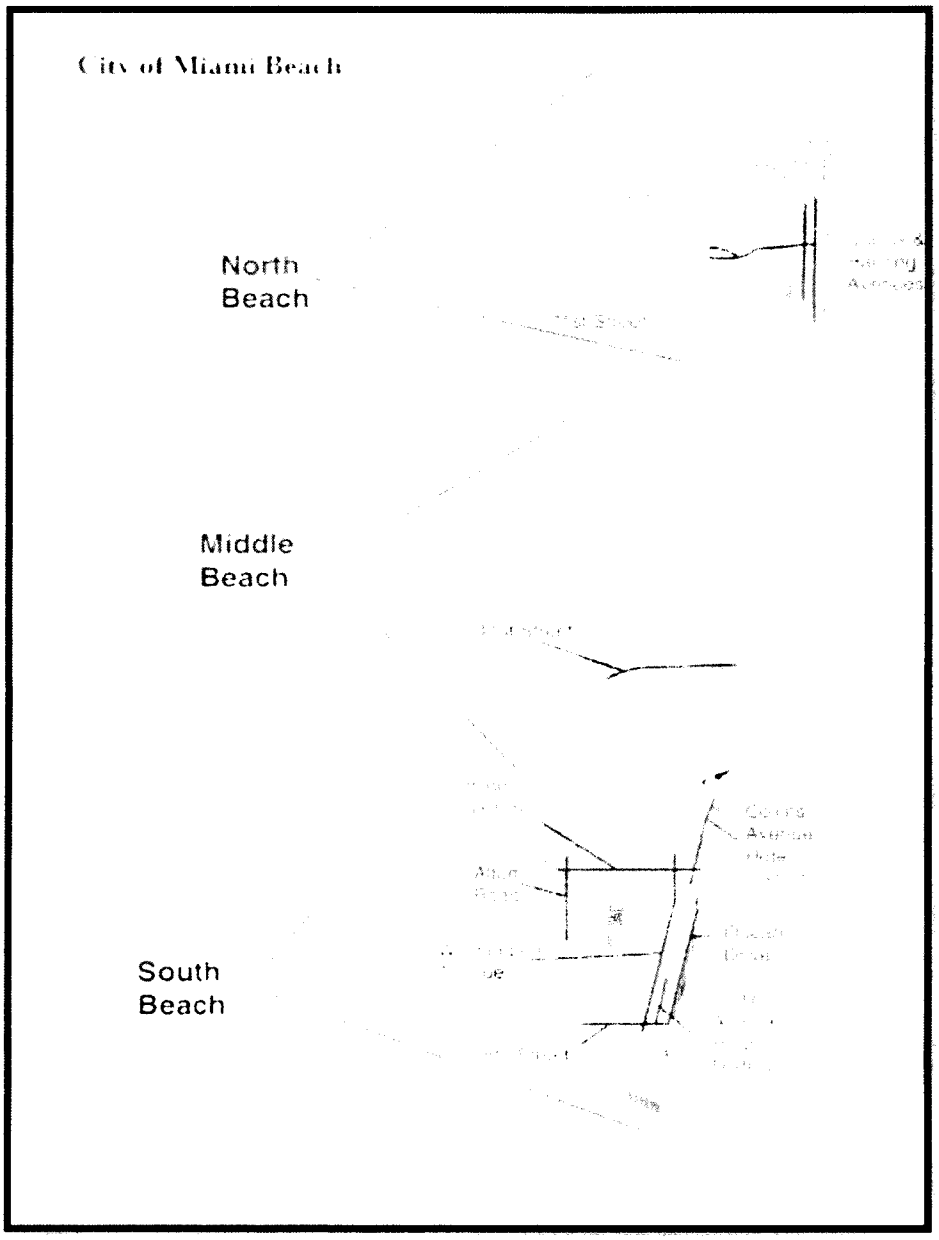
The subject is located in Miami-Dade County, the southernmost of three counties comprising the South Florida regional market. A summary of economic trends found in this regional market is presented in the Addenda of this report.

NEIGHBORHOOD ANALYSIS

According to the *Appraisal of Real Estate,* 12th Edition, a neighborhood is a group of complimentary land uses. Social, economic, governmental and environmental forces influence property values in the vicinity of the subject property, which, in turn, directly affect the value of the subject property itself. The area of influence is the area within which the forces affect all surrounding properties in the same way. The boundaries of the neighborhood are drawn by observing the extent to which the four forces affect all properties in the same way.

Miami Beach Overview

The subject property is in the city of Miami Beach in Miami-Dade County, Florida. This municipality is on a barrier island across Biscayne Bay from the mainland areas of Miami-Dade County, whose developed areas are anchored by city of Miami. Miami Beach is geographically divided into three sections. South Beach, extending from Government Cut north to the Collins Canal along Dade Boulevard (as far north as 24th Street), has the city's world-famous Art Deco district along with the Miami Beach Convention Center, the Lincoln Road retail/entertainment area, and cultural attractions. Mid-beach or Central Miami Beach extends to the north of South Beach to 63rd Street and is the area of resort hotels and high-rise condominiums. Commercial development in this area is principally served by Arthur Godfrey Road. North Beach extends from 63rd Street north to the city's limits at the Town of Surfside, and includes Normandy Isle and commercial areas centered around 71st Street and along Collins Avenue between 69th and 74th Streets.



Land use in the area is predominantly residential with hotels scattered along the city's oceanfront and along Collins and Washington Avenues. Supporting retail uses can be found along these two streets, along with Alton Road in South Beach, 41st Street (Arthur Godfrey Road) in Mid-beach, and 71st Street in North Beach.

Miami Beach is internationally recognized as a prime beach resort destination. Since the early 1990s it has experienced a rebirth due to a major gentrification that has taken place

especially in the South and Central Beach areas, a trend that has continued to spread northward across the island community over time. Once known as a moderate-income retirement community, gentrification made Miami Beach, and particularly South Beach, a world-famous leisure destination for visitors from around the globe. A wide range of amenities including white-sand beaches, favorable weather (particularly during the winter months), world-famous Art Deco architecture, and shops, restaurants and hotels catering to every budget are available for attracting leisure visitors to this market, and innumerable residential condominium projects catering to part- and fulltime residents.

South- Beach Overview

The boundaries of the subject's South Beach neighborhood in Miami Beach are formed by natural boundaries including the Atlantic Ocean to the east, Biscayne Bay to the west and Government Cut to the south. Its north boundary is generally formed by the Collins Canal along the southeast side of Dade Boulevard, reaching as far north as 24th Street between Indian Creek and the Atlantic Ocean. It also includes the Sunset Harbour neighborhood across Dade Boulevard to the north, between Biscayne Bay to the west of Alton Road and Sunset Drive. This neighborhood comprises the southern part of a barrier island that connects with the mainland areas of Miami-Dade County via two causeways – the MacArthur Causeway (Interstate 395) which connects northern portions of downtown Miami with 5th Street in South Beach, and the Venetian Causeway which continues west from the west end of Dade Boulevard and 17th Street across the Venetian islands in Biscayne Bay to a connection at Biscayne Boulevard/ U.S. Highway 1 in Miami.

Over the past 25 years, South Beach has undergone an enormous revival – transforming from a run-down retirement community to an ultra-chic oceanfront tourist destination. It includes four- and five-star resort hotels along the oceanfront, many within renovated existing Art Deco buildings, along with popular retail districts and top-drawer restaurants that have received world-wide accolades.

Land uses in South Beach are generally comprised of low- to mid-rise hotels along Ocean Drive, a mixture of low- to mid-rise hotels and apartment buildings on Collins Avenue and Washington Avenue to the immediate west, and low-rise apartment buildings on streets between Washington Avenue and West Avenue. High-rise condominium towers dominate the immediate Biscayne Bay frontage of the community to the west of West Avenue and Bay Road

in South Beach. North of 15th Street along Collins Avenue in South Beach is the Collins Avenue Hotel District, which includes high-rise luxury hotels along the oceanfront and low- to mid-rise hotels and apartments to the west of Collins Avenue.

This beachfront neighborhood offers numerous amenities for attracting tourists and visitors beyond its wide sandy beaches and balmy weather. The Miami Beach Convention Center is located along the west side of Washington Avenue in South Beach, and has one million square feet of flexible space, including 500,000 square feet of exhibit space and 70 meeting rooms comprised of 127,000 square feet. The City announced a bid to re-vamp this facility and add an adjacent 800-room convention center hotel, subject to voter approval in November 2015. Immediately south of the convention center is the Fillmore Miami Beach (a.k.a. Jackie Gleason) Theater, a performing arts facility in a classic Art Deco building. Across 17th Street to the south is the New World Center, the home of the New World Symphony orchestral academy. Designed by Frank Gehry, this 756-seat facility opened in 2011 accompanied by an outdoor projection wall and a 2.5-acre public park. Other cultural attractions are centered around Collins Park to the west of Collins Avenue at 22nd Street, and include the Bass Museum and the headquarters for the Miami City Ballet.

Lincoln Road is an open-air, pedestrian-only retail/entertainment area running east/west between 16th and 17th Streets from Alton Road to Washington Avenue. The mall is well landscaped with shelters, greenery and seating. Lincoln Road now features over 200 shops including designer boutiques, national retailers, sidewalk cafes and restaurants, the Colony Theater and a multi-screen movie theater. Major retailers include the Gap, Banana Republic, Zara, H&M, Lucky Brand, Loft/Ann Taylor, the Apple Store, Sunglass Hut, Pottery Barn, BCBG Max Azria, Williams-Sonoma, Sketchers and French Connection. Balan's, Yuca, Quattro, Rosinella, Segafredo, Rosa Mexicano, Meat Market and Sushi Samba Dromo are among the restaurants found along Lincoln Road. Rents for prime retail space along this pedestrian mall range from $250 per square foot, triple net, or among the highest in South Florida.

Older Art Deco hotels along Collins Avenue between 5th and 8th Streets have been gutted and remodeled for single-tenant retail store use, and now include tenants such as Armani Exchange, The Gap, Kenneth Cole, Nine West, Ralph Lauren, the Levi's Store, Tommy Hilfiger, Sephora and Victoria's Secret. Other retail areas include a new vertical shopping

center at 5th Street and Alton Road featuring Best Buy, TJ Maxx, Staples and Ross Dress for Less. Additional supporting retail uses are found along 5th Street and Alton Road in this market.

The subject property is located along 17th Street at Convention Center Drive, immediately south of the Miami Beach Convention Center and west of the Fillmore Theater. The New World Center is located across 17th Street to the south.

Accessibility

The main north/south arteries in the South Beach area include Alton Road on the western side, Collins Avenue on the east side and Meridian and Washington Avenues in between. Major east/west cross streets include 5th, 16th and 17th Streets along with Dade Boulevard and 23rd Street.

The accessibility throughout the neighborhood is good. Access to the mainland is provided by the MacArthur Causeway (Interstate 395) at 5th Street and the Venetian Causeway at 17th Street/Dade Boulevard, although the latter is undergoing rebuilding thus currently lacks a connection to the mainland. The MacArthur Causeway directly intersects with Interstate 95 (I-95) at the northern edge of downtown Miami and continues westward as State Road 836 to connect with Miami International Airport, State Road 826 (the Palmetto Expressway) and Florida's Turnpike. Miami International Airport is located approximately 10 miles west of the subject property, just north of State Road 836 and west of N.W. 42 Avenue. Fort Lauderdale/Hollywood International Airport is about 22 miles to the north along I-95 just south of Interstate 595. This neighborhood is also proximate to Port Miami, the world's busiest cruise ship terminal, which is just east of downtown Miami on Dodge Island.

Conclusion

The immediate area of the subject reflects a mix of cultural uses and the Miami Beach Convention Center. The subject property has a good location along the north side of 17th Street adjacent to this convention center and next door to the Fillmore Theater. The Lincoln Road retail/entertainment area is located one block to the south, and South Beach's attractive Atlantic Ocean beaches are located approximately four blocks to the east. The subject offers excellent access to the abundant recreational, shopping, dining and cultural attractions in its South Beach neighborhood, with good accessibility to Miami International Airport and the cruise port at Port Miami.

SECTION II MARKET ANALYSIS

INVESTMENT CRITERIA & FINANCING AVAILABILITY

Nationwide, investment and development prospects for hotel properties are expected to fall near the middle of the range among various other commercial property types. This is illustrated by the tables below, which are obtained from *Emerging Trends 2015*, published by PricewaterhouseCoopers, LLP, which is based on trends occurring prior to the start of that year:

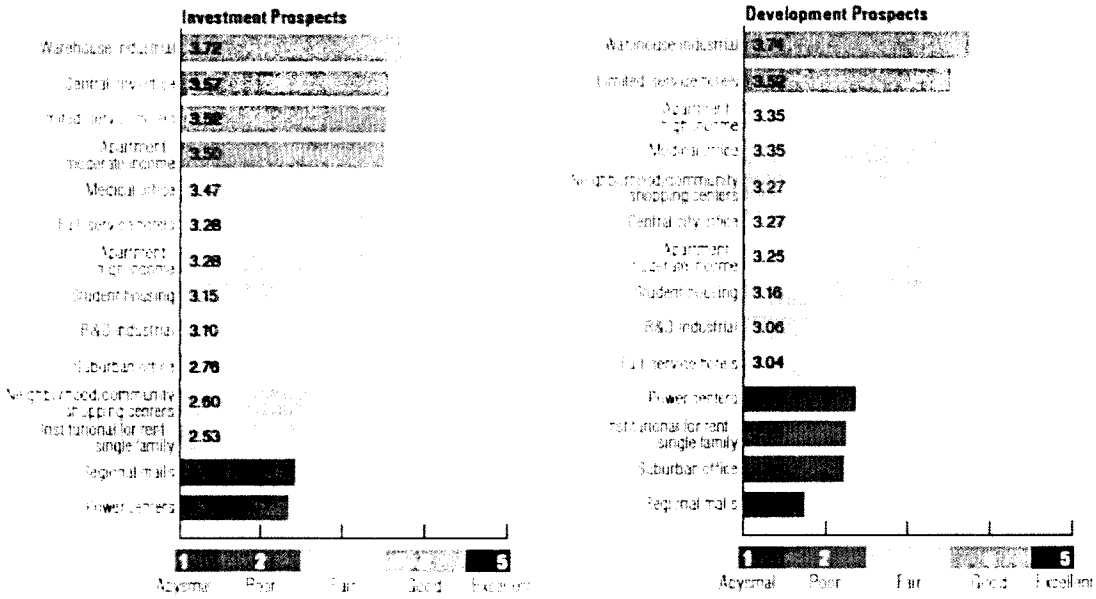
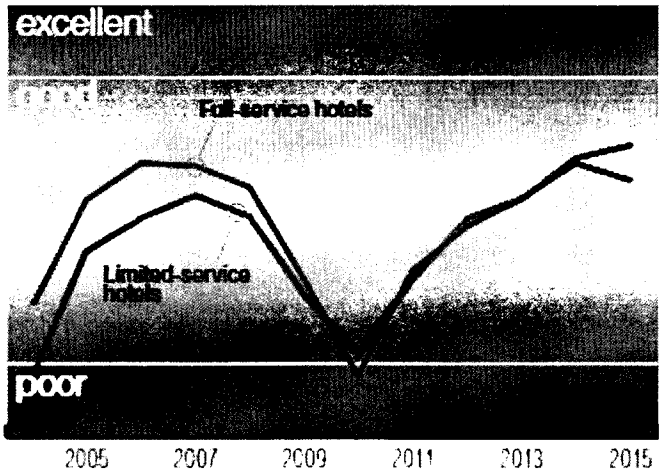


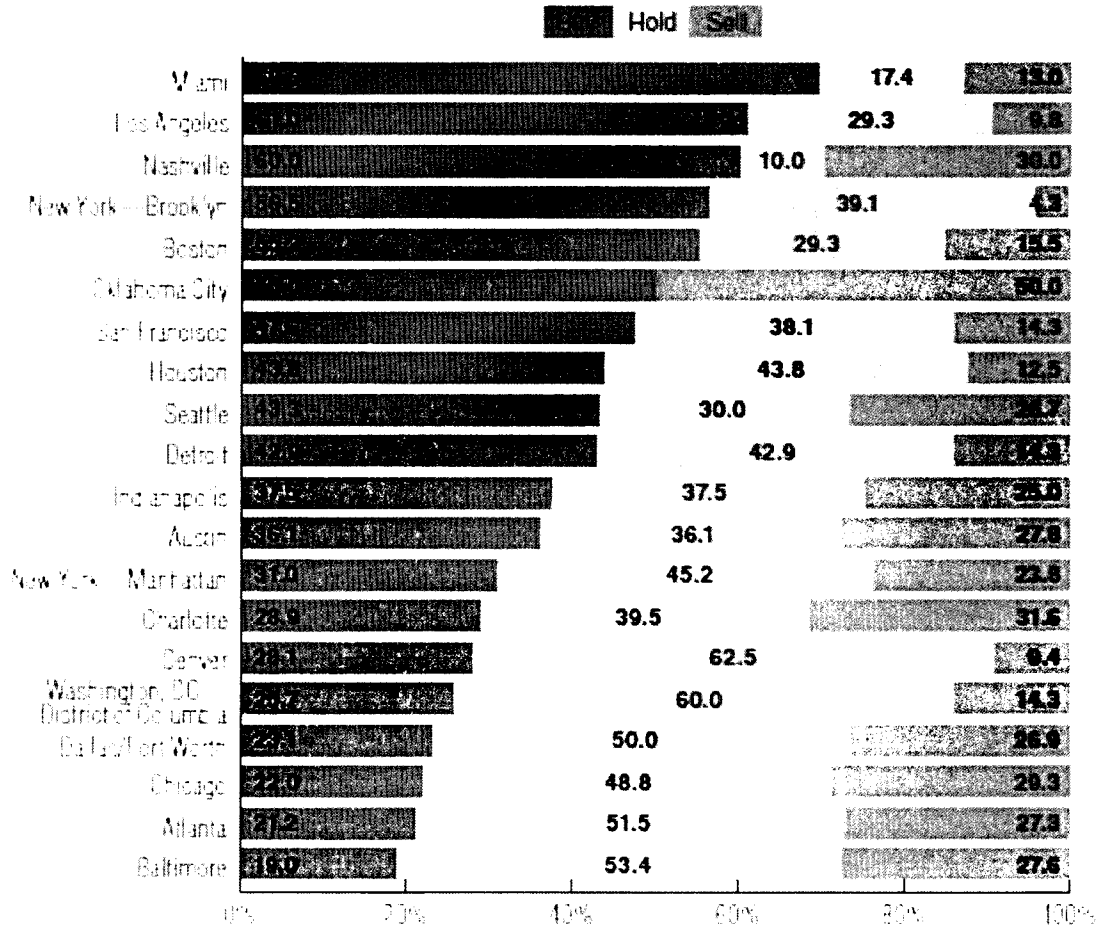
Exhibit 4-9 **Hotel Investment Prospect Trends**



Source: *Emerging Trends in Real Estate* surveys

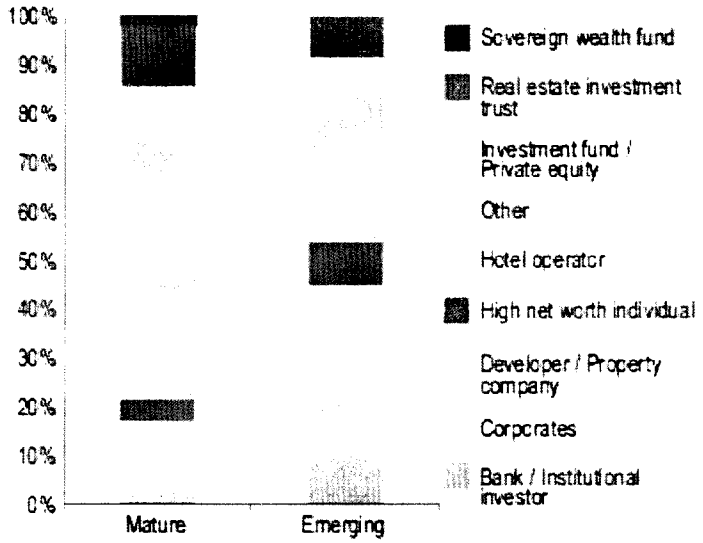
However, this includes investment and development attitudes for all lodging properties nationwide. This source indicates that the surveyed hotel investors recommended buying hotel properties in the Miami market more than any other hotel market nationwide:

Exhibit 3-11 U.S. Hotel Property Buy/Hold/Sell Recommendations



Jones Lang LaSalle also tracks sales and investment trends for hospitality properties nationwide. According to this source's *2015 Hotel Investment Outlook*, global hotel investment is expected to rise to $68 billion, a 15% increase over the previous year, driven by $34.5 billion in transactions in the U.S. Leading these investments for mature hotel markets (such as North America) will be investment funds and private equity firms, followed by hotel operators and REITs:

Acquisition volume by market type



Source: JLL Research

Financing sources for hotels nationwide include CMBS, financial institutions, insurance companies, pension and debt funds, and REITs. Terms and pricing vary by source, and are dependent on current cash flow performance.

HOTEL MARKET ANALYSIS

Economic Trends Affecting Hotel Demand

Amid measureable improvements across most commercial sectors of the economy, the Miami-Dade hotel industry has shown steady improvement and investment since 2010, emerging as one of the top U.S. hotel property markets for investment and development. While unemployment rates remain higher than the national average, labor markets have posted consistent growth with a decline in this rate over time. Long term, Miami's infrastructure expansion (ongoing port, air and rail projects which tie into each other and mass transit), strong ties to international trade and the area's market position as an international tourist hot-spot position the city's hotel market to outperform much of the rest of the U.S.. competing favorably with other major hotel markets in the country during the near term.

The Miami hotel market has experienced a corresponding improvement in its rate and occupancy performance since 2010, according to data from Smith Travel Research (STR), placing it among the top five markets in the U.S. in terms of ADR, occupancy and RevPAR (Revenues Per Available Room):

Hotel Occupancy: U.S. Average 62.3% in 2013 (Smith Travel Research)

2013 Rank	City	2013	2012	2011
1	New York	84.6%	83.7%	81.9%
2	Oahu Island	83.7%	84.7%	75.0%
3	San Francisco	83.0%	80.3%	75.3%
4	**Miami**	**77.9%**	**76.5%**	**71.4%**
5	Los Angeles	76.8%	75.4%	71.1%

Hotel ADR: U.S. Average $110.50 in 2013 (per Smith Travel Research)

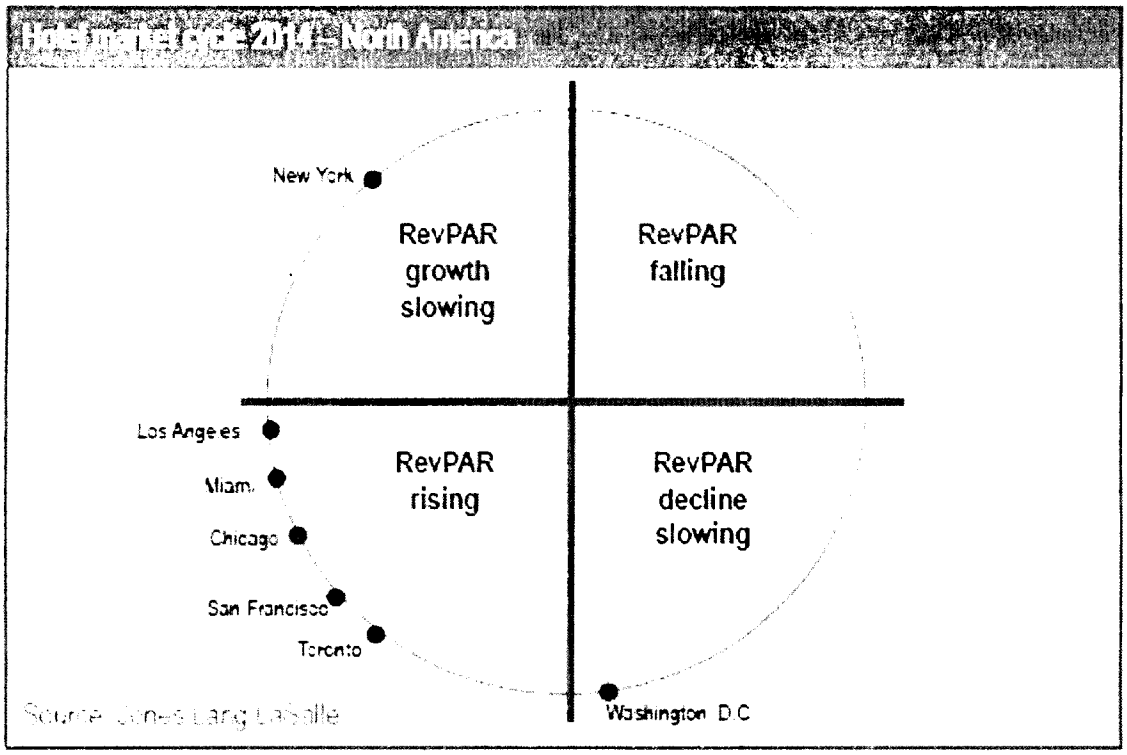
2013 Rank	City	2013	2012	2011
1	New York	$258.57	$251.15	$275.04
2	Oahu Island	$209.01	$183.57	$169.44
3	San Francisco	$187.79	$171.80	$156.13
4	**Miami**	**$176.66**	**$163.44**	**$160.14**
5	Boston	$164.34	$158.89	$153.70

Hotel RevPAR: U.S. Average $68.69 in 2013 (per Smith Travel Research)

2013 Rank	City	2013	2012	2011
1	New York	$218.65	$210.11	$225.24
2	Oahu Island	$174.89	$155.42	$127.01
3	San Francisco	$155.83	$137.98	$117.54
4	**Miami**	**$137.60**	**$125.00**	**$114.35**
5	Boston	$120.26	$113.92	$102.14

In 2014, STR reported that RevPAR for Miami hotels increased by 7% over the previous year, to $144.87. With occupancy growing by 0.4 percentage points in this market to 78.3% 2014, this RevPAR growth rate was also attained from a 5.8% increase in ADR (to $185.12) in 2014. RevPAR growth in Miami was also reported by Jones Lang LaSalle to be among the top five US hotel markets since the peak that preceded the Great Recession.

Additionally, Miami hotels recorded the greatest nominal ADR growth (33%) over the past decade when compared to other major cities, with RevPAR growth reported by Jones Lang LaSalle among the top five US markets since the peak that preceded the Great Recession. This premium is driven by high-rated properties and the significant number of upper-tier hotel developments and conversions (including redevelopment) throughout the metropolitan area.



These improvements, along with the numerous development announcements and hotel site sales, have made hoteliers very bullish on Miami. According to the Greater Miami Convention & Visitors Bureau, as well as various news releases, new hotel development in 2014 was predominated by properties introduced in Miami Beach, totaling 2,651 new rooms. This included the Redbury, the Gale, the Hilton Cabana and the Marriott Edition in Miami Beach. A

lower number of new hotels are expected to open in this market in 2015, with several in the following list opening in June 2015.

PLANNED HOTEL DEVELOPMENT - MIAMI BEACH				
Hotel Name	**Location**	**Rooms**	**Status**	**Completion**
Nautilus Hotel	1825 Collins Ave.	252	Under Renovation	2015
Riu Plaza	3101 Collins Ave.	284	Under Renovation	2015
AC Hotel by Marriott	2912 Collins Ave.	150	Under Construction	2015
Faena Hotel	3201 Collins Ave.	169	Under Construction	2015
Aloft Hotel	2360 Collins Ave.	239	Under Renovation	2015
One Hotel	2377 Collins Ave.	417	Under Renovation	2015
Berkeley Shore	1610 Collins Ave.	64	Under Renovation	2015
Hyatt South Beach	1600 Colllins Ave.	105	Under Construction	2015
Jade Hotel	James Ave. & 18th St.	70	Proposed	2016
Greystone	1920 Collins Ave.	97	Proposed	2017
Total		1,847		

This will be followed by a surge of new hotels slated for the Miami CBD and Brickell markets in mainland areas of Miami-Dade County in 2016 and 2017:

PLANNED HOTEL DEVELOPMENT - DOWNTOWN MIAMI/BRICKELL				
Hotel Name	**Location**	**Rooms**	**Status**	**Completion**
Langford Hotel	121 S.E. 1st St./CBD	132	Under Renovation	2015
EAST Hotel	Brickell CityCentre	263	Mid-Construction	2016
SLS Brickell	1300 South Miami Ave.	133	Mid-Construction	2016
ME Melia Hotel	Biscyane Bl. & NE 10 St.	135	Planned Renovation	2016
Atton Hotel	1500 S.W. 1st Ave.	270	Early Construction	2016
Homewood Suites	1750 S.W. 1st Ave.	103	Mid-Construction	2016
Met Square Marriott	Met Square	188	Early Construction	2016
Canopy by Hilton	1001 S.W. 1st Ave.	247	Proposed	2017
Hotel Indigo	145 S.W. 11 Street	140	Proposed	2017
Marriott Marquis	Miami World Center	1,800	Proposed	2017
Cambria Suites	165 S.W. 12 Street	110	proposed	2017
Panorama Hotel	1101 Brickell Avenue	250	Proposed	2017
SLS Lux	1300 South Miami Ave.	60	Proposed	2017
Hyatt	One Brickell	200	Proposed	2018
Unnamed (Melo)	N.E. 14 St. & N.E. 2nd Ave.	200	Proposed	2018
Total		4,231		

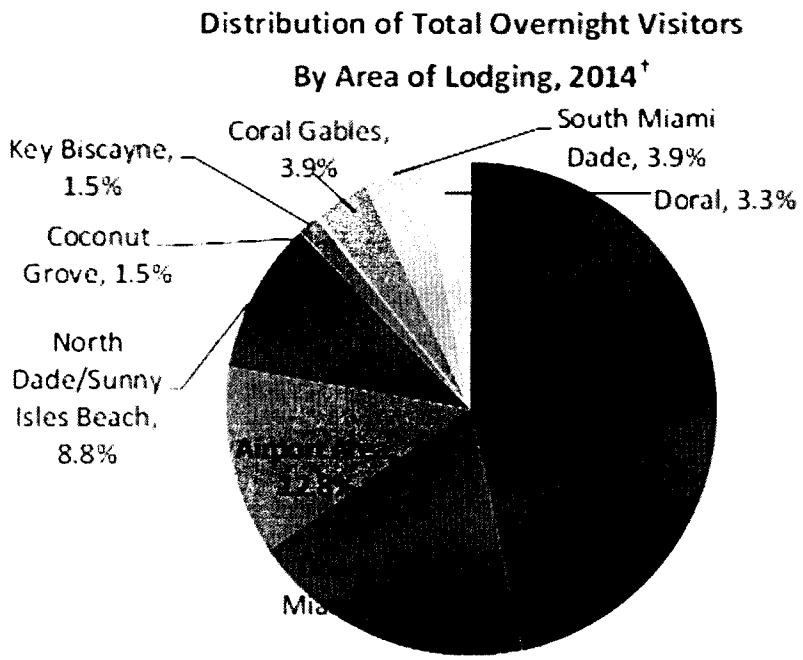
The Miami area is a popular destination for domestic tourism, in addition to being an international crossroads that functions as the "Gateway to the Americas" connecting the Central and South American economies with North America. According to statistics compiled by the Greater Miami Convention and Visitors Bureau, there were more than 14.2 million overnight visitors to Miami in 2013, an increase of 2.2% over the previous year, of which just over half

were international visitors. These figures increased 2.4% in 2014 to 14.6 million overnight visitors. Due to the strengthening U.S. dollar, the increase in visitation was primarily led by domestic visitors in 2014.

Increased visitation has led to higher room night sales for area hotels.

	Overnight Visitors to Greater Miami and The Beaches Domestic and International Origins					
	2010	2011	2012	2013	2014	% Change 2014 v. 2013
	(000)	(000)	(000)	(000)	(000)	
Domestic Visitors	6,544.0	6,948.5	7,074.9	7,087.2	7,303.2	3.05%
International Visitors	6,060.1	6,495.7	6,833.7	7,131.7	7,260.0	1.80%
Total Overnight Visitors	**12,604.1**	**13,444.2**	**13,908.6**	**14,218.9**	**14,563.2**	**2.42%**
Domestic Visitors	51.9%	51.7%	50.9%	49.8%	50.1%	
International Visitors	48.1%	48.3%	49.1%	50.2%	49.9%	
Total Overnight Visitors	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	

Source: Greater Miami Convention & Visitors Bureau



The following chart shows passenger trends through Miami International Airport (MIA) from 2005 through 2014, a gauge of visitation trends in this market. After the impact of the Great Recession during the last decade, passenger traffic regained its previous growth pattern.

Passenger Volume Trends - Miami International Airport				
Period	International Passengers (000s)	% of Total	Total Passengers (000s)	% change
2005	14,241	45.9%	31,008	
2006	14,728	45.3%	32,534	4.9%
2007	15,541	46.1%	33,740	3.7%
2008	16,147	47.4%	34,064	1.0%
2009	15,970	47.1%	33,890	-0.5%
2010	16,892	47.3%	35,698	5.3%
2011	18,418	48.1%	38,314	7.3%
2012	19,372	49.1%	39,467	3.0%
2013	20,202	49.8%	40,563	2.8%
2014	20,097	49.1%	40,942	0.9%
Source: Miami-Dade County Aviation Dept.				

Miami's role as an important international destination shows in the increasing share of total travel by international passengers which increased from 45.3% in 2006 to almost 50.0% in

2013. The weakening of the U.S. dollar, coupled with robust economic performance in the Latin America region, helped fuel continued growth of international visitation during that period. In 2014, the dollar began to strengthen, while some European economies weakened and economic sanctions targeting Russia took effect. This may explain the minor decline in international arrivals to Miami that year. Nonetheless, overall passengers handled at MIA continued to grow, supported by an increase in domestic passengers in 2014.

Hotel Demand – South Beach

Hotels in the subject's South Beach market primarily accommodate leisure demand from vacationers visiting this resort market. Demand from the group segment of the market is secondary, and is primarily influenced by events and trade shows staged at the Miami Beach Convention Center (MBCC). This facility is located between Washington Avenue and Convention Center Drive in South Beach, to the north of 17th Street. It has one million square feet of flexible space, including 500,000 square feet of exhibit space and 70 meeting rooms comprised of 127,000 square feet. Historic trends in attendance and hotel room night sales from events at the MBCC are noted below:

MBCC
Events, Attendance and Room Nights

	Number of Events	Attendance	Room Nights
FY 2009	94	632,700	229,000
FY 2010*	105	708,800	103,100
FY 2011	118	661,600	199,200
FY 2012	132	661,300	175,500
FY 2013	115	589,700	132,600
FY 2014	134	738,000	141,400

* Super Bowl in Miami.
Source: MBCC and GMCVB.

The City of Miami Beach is planning a renovation and expansion of this facility, with a winning bid provided to plans submitted by Portman Holdings. The project will include renovation of the exhibit halls and meeting rooms, pre-function and support spaces including loading areas, kitchens, bathrooms, and exteriors. The expansion will provide 60,000 square feet of additional ballroom and meeting space, and the conversion of the MBCC's parking lot across Convention Center Drive into a 6.5-acre public park, with replacement parking moved to the roof of the convention center building. Most hotels in this market have minimal meeting space as this market segment is a secondary demand generator for room night sales due to the neighborhood's beachfront/resort location. A secondary amount of corporate/business guest demand is also present.

Most of the demand from the leisure market segment peaks in the winter season, when the entire Miami area enjoys peak occupancies and average rates, and during special event weekends such as the Miami International Boat Show, the Coconut Grove Arts Festival, Art Basel, and college football bowl games. Additional leisure demand is generated by the South American and European tourist markets during July and August.

Leisure Segment

The leisure market segment consists of individuals and families who are spending time vacationing in the area. Their travel purposes may include recreational activities such as lounging on the region's numerous beaches or at hotel pools, playing golf or tennis, spa/fitness and health, swimming and relaxation. Other activities include shopping, touring, dining, nightclubbing, sightseeing, etc. Leisure demand is strongest Friday and Saturday nights, and all week during holiday periods. Peak periods occur from November through March, when Miami's balmy weather attracts visitors escaping the winter chill in other areas of North America.

Future leisure demand is related to the overall economic health of the national and global markets; this is evident from the data on passenger traffic at Miami International Airport, which is roughly half domestic and half international. Trends showing changes in state and regional unemployment and disposable personal income often have a strong impact on leisure visitation. As the national and global economies have recovered from the effects of the Great Recession, hotel occupancies and rates in this market have improved as additional room night

sales have occurred from the leisure segment of this market. South Beach is a premier vacation destination with a worldwide appeal, offering wide sandy beaches, shopping, dining, nightlife and recreational amenities for attracting visitors and room night demand in this market segment; these were outlined in the Neighborhood Analysis section of this report.

Group Segment

The meeting and group market includes meetings, seminars, conventions, trade association shows, and similar gatherings of ten or more people. Peak convention demand typically occurs in the spring and fall. Because of vacations, the summer months represent the slowest period for this market segment; winter demand varies. Due to the dominant demand from the leisure segment, most hotels in this market feature limited meeting space. Most demand for room night sales from the group segment is generated by activity at the Miami Beach Convention Center in this market.

Primary group demand sources include corporate groups, associations, and SMERF (social, military, educational, religious, and fraternal) groups. Corporate groups take the form of training programs, sales meetings, division conferences, and similar events with a business purpose. Association group demand includes national, regional, and state associations. Professional associations and/or those supported by members' employers. The SMERF market consists of groups that are social, military, educational, religious, or fraternal in nature. Group guests at the subject property are anticipated to be minimal, as the property will not offer significant event space to attract this market segment.

Business/Commercial Segment

The commercial segment incorporates demand derived from the local businesses. Commercial demand is relatively constant throughout the year, although some declines are noticeable in late December and during other holiday periods. The commercial segment includes individual business travelers and corporate accounts. Corporate accounts are generated by local companies; demand in this sub-segment may include employees of the firm or its affiliates, and often consists of training groups.

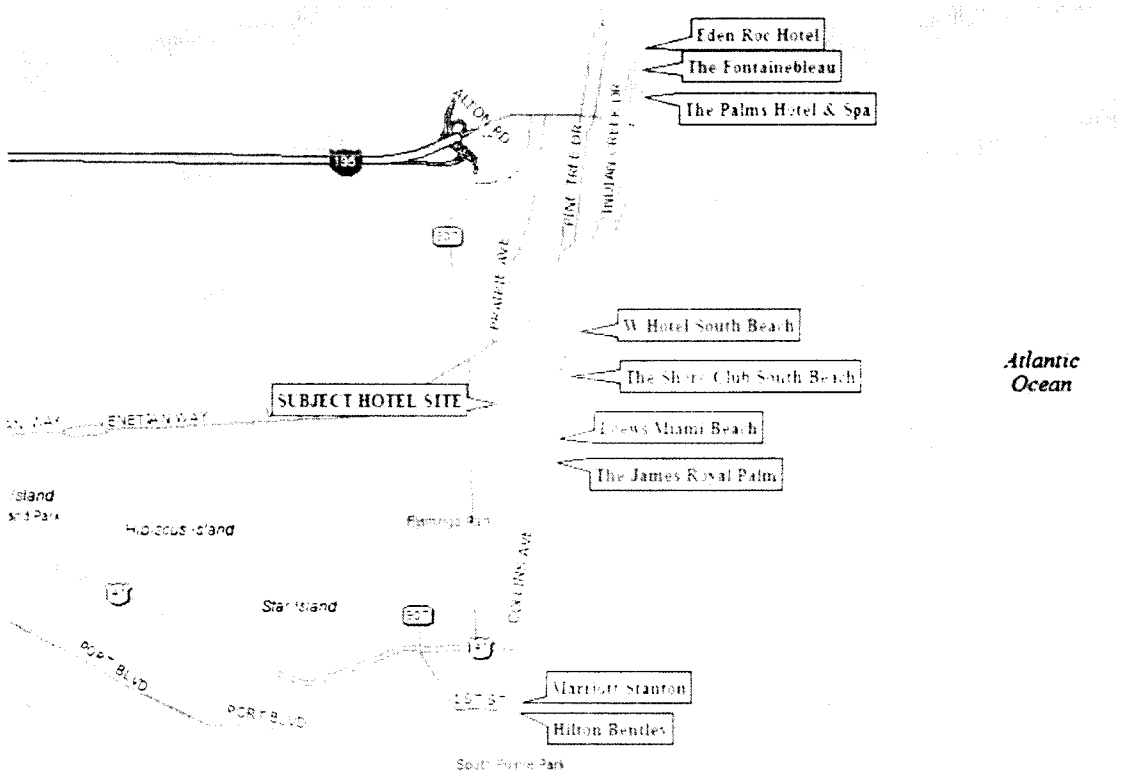
Miami Beach's corporate community features creative firms in the entertainment and fashion industries. Most of the regional business employment is centered in the Central Business Districts of Miami and Coral Gables, in areas surrounding Miami International

Airport, and areas between the Palmetto Expressway and Florida's Turnpike north of State Road 836. Commercial demand is expected to increase consistent with the ongoing recovery in the local and national economies.

Existing Competitive Supply

Once the proposed development is completed, the subject will be among the largest full-service hotels in Miami Beach, with a major international luxury hotel chain affiliation. It will be located several blocks from the city's attractive Atlantic Ocean beaches, but will be adjacent to its convention center and one block north of the popular Lincoln Road pedestrian retail/entertainment area. The primary competition for the subject is anticipated similar larger and/or chain-affiliated luxury hotels in this market, although these are primarily located along the city's beaches. These are summarized below:

Hotel	Rooms	High Rack	Low Rack
The Fontainebleau	1,440	$547	$204
Loews Miami Beach	790	$469	$267
Eden Roc	627	$384	$326
The James Royal Palm	393	$569	$243
W Hotel South Beach	349	$742	$449
Shore Club South Beach	308	$416	$239
The Palms Hotel & Spa	251	$362	$215
Marriott Stanton	224	$599	$199
Hilton Bentley	95	$599	$279
Total/Average	4,477	$521	$269



The following table summarizes the historical occupancy, ADR, and RevPAR performance of this set of competitive hotels based on data compiled by STR, for each trailing 12-month period ending in November of that year (the most-recent data available for this set of hotels).

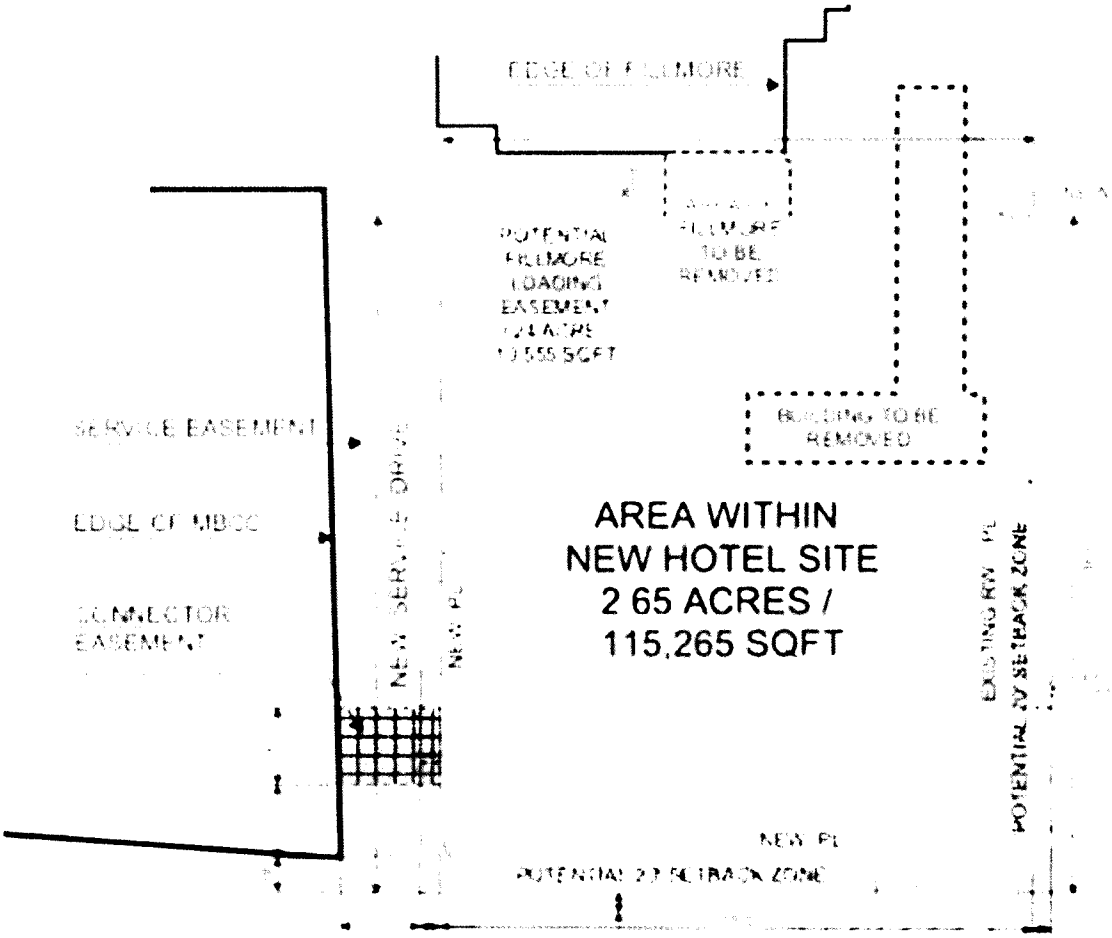
Month	FYE Nov.	Month	FYE Nov.	Month	FYE Nov.
Year	**2012**	**Year**	**2013**	**Year**	**2014**
No. Days	366	No. Days	365	No. Days	365
Room Nights Available	1,638,582	Room Nights Available	1,634,105	Room Nights Available	1,634,105
Occupancy	75.9%	Occupancy	77.0%	Occupancy	78.5%
Room Night Sales	1,244,298	Room Night Sales	1,257,955	Room Night Sales	1,282,826
ADR	$295.71	ADR	$321.53	ADR	$338.53
Total Revenues (000s)	$367,947	Total Revenues (000s)	$404,475	Total Revenues (000s)	$434,277
RevPAR	$224.55	RevPAR	$247.52	RevPAR	$265.76

In conclusion, the Miami-area and Miami Beach hotel markets are experiencing a favorable period for investment and revenue growth, with high levels of occupancy and healthy increases in ADR and RevPAR. Despite the introduction of several new and

redeveloped hotel properties that are expected to occur in this market in the near term, the long-term outlook for hotel performance and investment in this market remains quite positive.

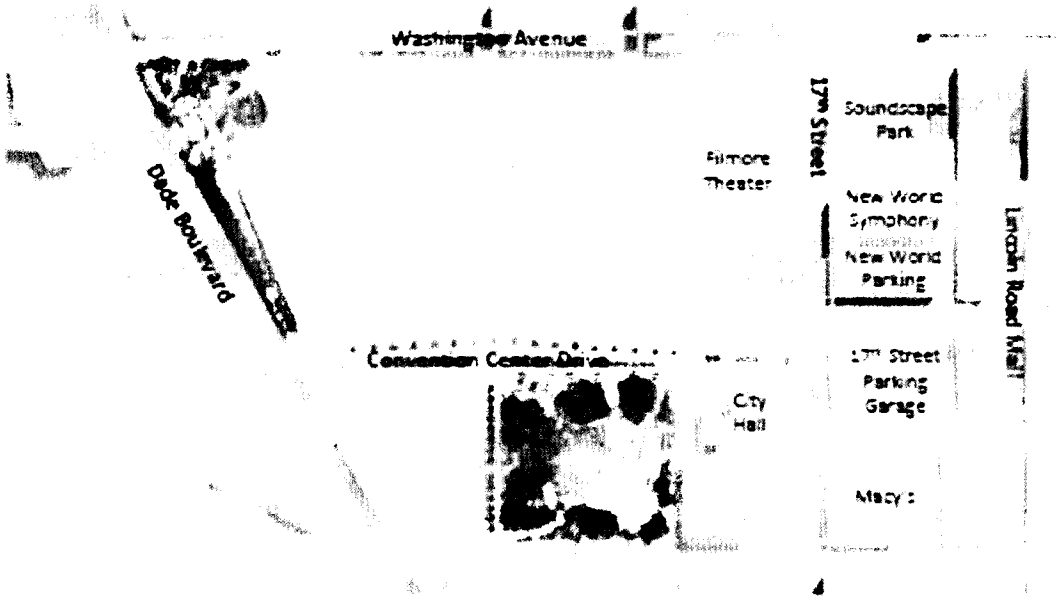
SECTION III DESCRIPTIVE DATA

SITE DESCRIPTION



Location:	Northeast corner of 17th Street and Convention Center Drive, Miami Beach, Florida, 33139. The property is west of the Fillmore (Jackie Gleason) Theater and south of the Miami Beach Convention Center.
Parcel Folio No. (Parent Tract):	02-3227-0000-0090
Site Area:	2.65 acres (approximately) or 115,265 square feet
Shape:	Generally rectangular
Topography:	Generally level and at road grade
Zoning Designation:	CCC, Convention Center District, City of Miami Beach.
Future Land Use Designation:	PF (CCC), Public Facility, Convention Center, City of Miami Beach

Historic District Designation:	None
Soil Conditions:	No soil report of the subject parcel has been reviewed; however, it is assumed the soil is of sufficient load-bearing capacity to support the structure. No evidence to the contrary was observed upon our physical inspection of the site.
Utilities:	
Water:	Miami-Dade County
Sewer:	Miami-Dade County
Electric:	FPL
Phone:	Available
Access:	17th Street, Convention Center Drive
Land Use Restrictions:	If fully approved, the proposed lease for the site also places it under a Restrictive Covenant, limiting the site's use to an 800-room convention center hotel with related meeting/banquet space, food and beverage operations, and amenities.
Flood Insurance:	According to the Federal Emergency Management Agency's Flood Emergency Management Agency's Flood Insurance Map, Community Panel No. 12086 C0 317L, dated Sep 11 2009, the property appears to be within the Zone AE (EL-8). Insurance requirements applies, however, a qualified insurance agent should verify and render a final opinion.
Current Improvements:	Parking lot, ancillary buildings to the neighboring Fillmore Theater
Comments:	The site appears to have an adequate width and depth to support its proposed highest and best use. It will be leased under "as is" terms with its current improvements and conditions in place.



DESCRIPTION OF IMPROVEMENTS

The subject is currently improved with a parking lot and low-rise ancillary buildings for the adjacent Fillmore (Jackie Gleason) Theater to the immediate east. If the proposed redevelopment and ground lease are approved, however, this does not represent the property's highest and best use.

The City has sought bids to develop the subject with an 800-room luxury hotel that will serve as the headquarters hotel facility for the adjacent Miami Beach Convention Center. The City requires that this hotel will also offer meeting space and food and beverage facilities that are comparable to other North American convention center hotels that maintain a four-diamond rating by AAA. The property must also contain a parking structure with a minimum ratio of 0.4 spaces per guest room, and the total building cannot have a height exceeding 300 feet (which is approximately 30 stories). The developer will also be provided an easement to construct an enclosed pedestrian skybridge connecting the hotel directly to the Miami Beach Convention Center.

A further description of the proposed redevelopment of this property by its awarded bidder (Portman Holdings) is presented in the Addenda of this report. Also, the owner of these improvements that have been proposed are assumed to be subject to a Neutrality Agreement described in the Extraordinary Assumptions presented elsewhere in this report.

REAL PROPERTY TAXES AND ASSESSMENTS

The subject property is assessed under the jurisdiction of Miami-Dade County, Florida. The assessment for the property is established each year as of January 1st by the County Property Appraiser's Office at 100 percent of "Just Value". Just Value has been equated to Market Value less closing costs. While the State of Florida requires real estate to be assessed at 100 percent of Just Value, in reality, the ratio of the assessed value to sales price is generally below 100 percent.

Tax due is computed according to annual millage rates established by the city, county and state. Millage rates are the amount paid per $1,000 of assessed value. The 2014 calendar year is the most recent year for which assessed valuation information is available. The subject is part of the larger, 37-acre Miami Beach Convention Center tract, which includes the

convention center and the Fillmore Theater. The total assessment for this parent tract was $171,976,229. As the property is owned by a municipality (the City of Miami Beach), it is fully exempt from property taxes.

ZONING

The subject property is zoned CCC, Convention Center District, by the City of Miami Beach. This facilitates the use of the site with the Miami Beach Convention Center which is located to the immediate north. The City has proposed a lease of the site for a convention center hotel development. Thus, if this lease is approved, the site is zoned for the specific convention center hotel development outlined in the Description of Improvement section of this report.

HIGHEST AND BEST USE

According to The Dictionary of Real Estate Appraisal, published by the American Institute of Real Estate Appraisers, the highest and best use may be defined as:

1 That reasonable and probable use that supports the highest present value of vacant land or improved property, as defined, as of the date of appraisal.

2 The reasonably probable and legal use of land or sites as though vacant, found to be physically possible, appropriately supported, financially feasible, and that results in the highest present land value.

3 The most profitable use. Implied in these definitions is that the determination of highest and best use takes into account the contribution of a specific use to the community and community development goals as well as the benefits of that use to individual property owners. Hence, in certain situations the highest and best use of land may be for parks, green belts, preservation, conservation, wildlife habitats, and the like."

Highest and best use (H&BU) is analyzed under two separate applications or scenarios: (1) highest and best use of the site as though vacant and (2) highest and best use of the property as improved. The highest and best use of the site as though vacant is based on the theory that land will be put to its maximally productive use and this use will determine the highest site value. It is the basis for valuing the site.

Highest and Best Use as if Vacant

The first test is what is physically possible. The subject's 2.65-acre site does not impose physical development restrictions. All utilities are available to the property, whose topography is level and at road grade with its abutting streets which are both bi-directional roadways. The

subject site is located at the northeast corner of 17th Street and Convention Center Drive, immediately south of the Miami Beach Convention Center in South Beach.

The second test concerns permitted uses. Assuming that the ground lease proposed for the property has been approved and is in place, the site may be improved with a luxury convention center hotel with up to 800 rooms that includes meeting space, food and beverage outlets, and other amenities, in a building whose height does not exceed 300 feet (about 30 stories). This hotel would serve as the headquarters hotel for meetings, trade shows and other events held at the adjacent Miami Beach Convention Center.

The third and fourth tests are, respectively, which uses are financially feasible and what use will produce the highest (maximally productive) net return. Hotel development and redevelopment is actively occurring in Miami Beach as developers and investors take advantage of favorable market conditions for this property type. Rates are climbing and occupancies are strong, with the Miami-area market among the strongest hotel markets in the nation. The timing of any development to this property, if vacant, would depend on the type of hotel and its amenities. Such a development appears to be feasible in the current market, provided costs for a luxury hotel development (including, direct and indirect costs, FF&E, pre-opening and working capital costs) are budgeted properly.

The maximally productive use represents the development that would provide the greatest return on the land. The proposed lease on the subject site that requires approval from the City of Miami Beach and its registered voters calls for the development of an 800-room luxury hotel with expansive meeting space and food and beverage outlets in a building whose height does not exceed 300 feet. This hotel would serve as the headquarters for meetings, trade shows and other events held at the adjacent Miami Beach Convention Center, which has a total of one million square feet of meeting and exhibit space. It is worth noting that on the opposite side of Biscayne Bay, a new 600,000-square foot convention center and meeting venue is planned as part of the proposed Miami World Center project in downtown Miami, which will also include 765,000 square feet of retail space. This convention facility at Miami World Center will be served by a much-larger headquarters hotel that will have a total of 1,800 guest rooms. This appears to suggest that a larger headquarters convention hotel may be supported by the

Miami Beach Convention Center, given its larger size. This would provide a higher density of development at the subject site, enhancing its value to an owner and developer.

However, an alternative development of a larger convention center hotel at the subject site would require an expanded analysis of the impact on such a project on the existing hotel market in Miami Beach, and on the surrounding South Beach market. Such a study is beyond the scope of this appraisal assignment. For the purposes of this appraisal, it is an assumption that the 800-room convention center hotel development proposed for the subject site represents its highest and best use, given the impact of such a facility on the surrounding market in South Beach and the possibility of gaining approval for such a development from the City of Miami Beach and its registered voters.

Based on the above-cited factors, it is our opinion that the highest and best use of the property, as if vacant is consistent with its proposed development into a luxury, full-service convention center hotel with 800 guest rooms, meeting space, food and beverage outlets, a parking structure, and other amenities consistent with a four-diamond, AAA-rated convention center hotel in North America.

Highest and Best Use as Improved

The subject property is improved with a parking lot and low-rise ancillary buildings which are part of the adjacent Fillmore Theater to the immediate west. If the ground lease is approved, the subject site would be restricted to a convention center hotel use in a structure with a much-higher density. It is likely that these existing ancillary buildings would no longer contribute to the property's value, with a much-greater value realized if developed to its highest and best use if vacant. From this analysis, the subject's highest and best use "as improved" is synonymous with its highest and best use as if vacant.

Highest and Best Use Conclusions

Use	Luxury Full-Service Convention Center Hotel
Timing	Current
User	Upscale Hotel Guests
Buyer	Hotel Developer/Investor

The subject property is improved with a parking lot and low-rise ancillary buildings which are part of the adjacent Fillmore Theater to the immediate east. If the ground lease is approved, the subject site would be restricted to a convention center hotel use in a structure with

a much-higher density. It is likely that these existing ancillary buildings would no longer contribute to the property's value, with a much-greater value realized if developed to its highest and best use if vacant. From this analysis, the subject's highest and best use "as improved" is synonymous with its highest and best use as if vacant.

SECTION IV: LEASE ANALYSIS

GROUND LEASE ANALYSIS

Ground Lease Analysis

Most examples of ground leases for convention hotels involve inducements by the local government to attract developers to build. An example of this is the Loews Hotel on South Beach in Miami Beach. This hotel's ground lease was set at a minimal rate, and included a purchase option of the land by the developer. This type of option would not be included during periods when the market is strong and land prices are high. Land prices in Miami Beach are quite high today compared to other markets in South Florida as this neighborhood has undergone an unprecedented period of gentrification and renewal over the past 25 years. In addition, the hotel market is also doing good business with healthy increases in average daily rates (ADR), strong occupancy and substantial interest in investment and (re)development.

A ground lease reduces the amount of cash a developer has to pay up front in order to build a major project. The typical ratio of land to project cost ranges from 10% to 25%, depending on location and size. Ground lease payments are deductible, while land is not depreciable. Another important consideration is that the ground lease must have terms that are attractive for lenders seeking to provide financing. These lending sources typically prefer leases with the following provisions:

- Longer lease terms, preferably 99 years;
- Leases with at least 20 to 30 years remaining after loan maturity;
- Language allowing for the lender's takeover of the mortgage in the event of default by the land tenant;
- Language allowing the tenant to obtain a leasehold mortgage without the landlord's consent;
- Assignment provisions that are sufficiently liberal in order to allow the lease to be assumed by a lender or other purchaser in a foreclosure sale, or by a party who may thereafter wish to purchase the hotel from such lender or purchaser;
- Rights to control insurance proceeds to allow the tenant to rebuild after a casualty, to demand a new lease in the event the original lease is terminated due to bankruptcy of a tenant or an incurable default, to receive notice of and to cure the default of the tenant, and to approve any lease amendments.

Aside from lender protections, rent provisions are also important. Typically, the amount of annual rent paid under a ground lease should reflect a percentage of the value of the land; this percentage should also represent a reasonable return to the fee simple owner of the property, compared to other investments. Some rent provisions also require the payment of a percentage rent of gross revenues once a certain level has been reached, or if a sale of the leasehold interest exceeds a certain dollar amount (usually at an amount that provides a fair return to the leasehold party to the site's ownership interest). There are many related issues involved in calculating the amount paid in rent under a ground lease agreement. A landowner will want to avoid subordinating its fee to a construction loan, which would put it at risk of losing the land to the developer's lender. The landowner may also want approval rights over the hotel operator in order to insure a quality project; this is particularly true in the case of ground leases for convention hotels, in which the local municipality would prefer the best possible hotel operation to maximize room taxes and expenditures from guests visiting the area. Finally, most ground leases are purely triple net, where the tenant is fully responsible for all operating costs to the site including property taxes to the land, insurance, maintenance, management and any capital improvements.

The proposed ground lease for the subject convention center hotel site is summarized in the following lease abstract.

Lessor	City of Miami Beach
Lessee	To be determined
Leased Property	2.65-acre hotel site
Property Delivery Condition	As is
Term	99 Years
Effective Date of Lease	At City's acceptance of voter referendum approving the lease
Possession Date	Date when the site is delivered to the lessee
Commencement Date	Financial Closing Date
Rent Commencent Date	At Hotel Opening Date
Rent Calculation Periods	
Year 1	Through end of 1st calendar year after Rent Commencement)
Subsequent Years	Based on calendar years for rent calculations
Outside Completion Date	September 30, 2019
Base Rent	2.5% of Gross Operating Revenues
Minimum Base Rent	
Year 1	$209,279
Year 2	$492,545
Year 3	$892,706
Year 4	$1,458,413
Years 5 through 99	Increases at 2.0% per year above the Year 4 minimum base
Additional Percentage Rent	Begins in Year 4
1st Stage	1.5% of Gross Revenues above 110% projected for that Year
2nd Stage	2.5% of Gross Revenues above 125% projected for that Year
Initial Rent Concessions	
Year 1 - the Greater of:	Minimum Base Rent or 0.5% of Gross Revenues
Year 2 - the Greater of:	Minimum Base Rent or 1.0% of Gross Revenues
Year 3 - the Greater of:	Minimum Base Rent or 1.5% of Gross Revenues
Gross Operating Revenues	All income of any nature from the hotel including room sales, food & beverage sales, catering receipts, telecommunication services, parking/valet services, vending, gross receipts, gift shop revenues, business center revenues, & rents from third-party concessions.
Additional Rent at Sale of Hotel	The lesser of $2 million or 0.25% of the sale price (less closing costs) of the hotel, but only if the first sale of the property is at a price exceeding $580 million
Lease Terms	Fully Net
Other Terms	Voter approval of lease required (on Nov. 3, 2015)
Approved hotel operator	Marriott, Westin, Omni, Hyatt Regency, La Meridien, or Hilton

As can be seen in the table above, the proposed ground lease for the subject property contains terms and conditions that are typical for the market, with provisions that would be favorable for allowing for financing its potential development by the land tenant to its highest and best use (a large, full-service convention center hotel). Provisions also include City (the site owner) approval of the hotel operator at a level of quality that maximizes its potential revenue

generation, upon which rent payments will be made. The lease is fully triple net, with a 99-year term, with a minimum fixed rent included for the landlord's protection in case of a market downturn or other unforeseen events.

Instead of basing the annual rent from this proposed lease on a return on the site's value, these annual payments are based on a percent (2.5%) of the gross revenues generated by the hotel once it is completed and commences operations. This amount is reduced in the first three years of the 99-year lease term in order to allow the land tenant's hotel operation to reach a stabilized level of occupancy and revenue generation, once the hotel improvements are completed and opened to guests. This is compared to the terms of leases from municipalities on other commercial properties that have occurred in South Florida, summarized below:

Facility Location	Site Size Use	Lessor	Term	Stablized Base Annual Rent	Percentage Rent
Parrot Jungle Watson Island, Miami	19 Acres Attraction	City of Miami	60 Years	$502,000	Plus 5% to 6% of Revenues
Bayside Marketplace Downtown Miami	5-10 Acres Retail	City of Miami	75 Years	$1,000,000	Or 3.5% of Net (2012 rent was 5.75% of rental income)
The Palace Downtown Coral Gables	1.6 Acres ACLF	City of Coral Gables	99 Years	$237,500	Plus 2% of Gross Revenue
Gables Grand Downtown Coral Gables	2.5Acres Apartments	City of Coral Gables	99 Years	$200,000	Plus 3% of Gross Revenue
Dadeland Marriott Kendall/Dadeland Area	1.0 Acre Hotel	Miami-Dade County	90 Years	$280,000	Or 2.0% of Gross Revenue
Dadeland Station Kendall/Dadeland Area	7.5 Acres Retail	Miami-Dade County	90 Years	$400,000	Or 5.0%-5.5% of Gross Revenue
Convention Hotel Fort Lauderdale	4.4 Acres Hotel	Broward County	99 Years	$250,000	Plus 2.0% of Revenue
Grove Key Marina Coconut Grove	5.2 Acres Marina	City of Miami	2 Years	$516,600	Or 10.3% of Revenue
Village of Merrick Park Coral Gables	8.4 Acres Retail	City of Coral Gables	90 Years	$550,000	Plus 20% of Net Income after 11% Preferred Return
Bayshore Landing Coconut Grove	N/A Restaurants	City of Miami	50 Years	$277,500	Or 5.0%-10.0% of Gross Revenue
Rusty Pelican Virginia Key	N A Restaurant	City of Miami	99 Years	$360,000	2.0%-5.8% of Revenue over $12,000,000

These leases generally call for a stated base rent plus a percentage of Gross Revenues from the improved operations at the property, ranging from 2.0% to 6.0%. Other tenants pay a percentage rent from 2.0% to 10.3% of Revenues, with a stated minimal base amount. This appears to support the percentage rent of 2.5% Gross Revenues proposed as the lease rate for the subject as reasonable.

However, in order to determine if this amount generated as a proportion of gross revenue from the hotel is consistent with a reasonable return on the value of the land, we have conducted the following analysis:

1) Estimate the Gross Revenues that a proposed 800-room luxury convention center hotel at the property is capable of generating, if it were complete and generating a stabilized level of occupancy and revenues;
2) Calculate the estimated stabilized rent payments on the land by multiplying 2.5% by this estimate of Gross Revenues from the hotel;
3) Estimate the value of the subject site in fee simple, as of the current valuation date;
4) Determine if the rent payment for the subject, if the hotel were complete and operating at a stabilized level of occupancy and revenue generation as of the current valuation date, represents a reasonable return for an investor/fee simple owner in the subject site. If so, then the current proposed rent structure for the ground lease on the subject property is considered to be synonymous with its market rent.

ESTIMATE OF CURRENT GROUND LEASE PAYMENTS

Analysis of Stabilized Gross Revenues

The annual rent due on the proposed ground lease to the subject site is 2.5% of the Gross Revenues from all of the hotel's operations. In order to estimate this amount, if the hotel were complete and operating at a stabilized level of occupancy and revenue generation, the Gross Revenues of the 800-room convention center hotel that is proposed for the property must be projected. These Gross Revenues include income from room night sales to hotel guests, income from food and beverage sales at the property's bars and restaurants, income from food and beverage charged to persons attending meetings at the hotel's meeting spaces, income from the selling of services at the property's spa, and income from other departments including the gift shop, meeting space rentals, the parking garage, and miscellaneous sources.

Estimate of Room Revenues

In order to estimate these amounts for the proposed subject hotel, we first estimated revenues from room night sales. In the previous Hotel Market Analysis, we noted the ADR, RevPAR and occupancy performance of similar large Miami Beach hotels, many of which have

large international hotel chain affiliations that are similar to those proposed for the subject hotel. These are summarized below:

Hotel	Rooms	High Rack	Low Rack
The Fontainebleau	1,440	$547	$204
Loews Miami Beach	790	$469	$267
Eden Roc	627	$384	$326
The James Royal Palm	393	$569	$243
W Hotel South Beach	349	$742	$449
Shore Club South Beach	308	$416	$239
The Palms Hotel & Spa	251	$362	$215
Marriott Stanton	224	$599	$199
Hilton Bentley	95	$599	$279
Total/Average	4,477	$521	$269

The High Rack rate for each hotel was obtained for a standard double-occupancy room at each property during for the period of January 14 through 17, 2016 (during the peak season in this market). The Low Rack rate for each was obtained for a similar occupancy during this market's low season, or from September 10 through 13, 2015.

The following table summarizes the historical occupancy, ADR, and RevPAR performance of this set of competitive hotels based on data compiled by STR, for each trailing 12-month period ending in November of that year (the most-recent data available for this set of hotels).

Month	FYE Nov.
Year	**2012**
No. Days	366
Room Nights Available	1,638,582
Occupancy	75.9%
Room Night Sales	1,244,298
ADR	$295.71
Total Revenues (000s)	$367,947
RevPAR	$224.55

Month	FYE Nov.
Year	**2013**
No. Days	365
Room Nights Available	1,634,105
Occupancy	77.0%
Room Night Sales	1,257,955
ADR	$321.53
Total Revenues (000s)	$404,475
RevPAR	$247.52

Month	FYE Nov.
Year	**2014**
No. Days	365
Room Nights Available	1,634,105
Occupancy	78.5%
Room Night Sales	1,282,826
ADR	$338.53
Total Revenues (000s)	$434,277
RevPAR	$265.76

These hotels exhibited an average High Rack rate of $521 per night, with an average Low Rack rate of $269. However, each has a prime location directly along the oceanfront in Miami Beach. The subject hotel will be several blocks to the west on a landlocked site. The rate that hotels along the oceanfront are able to charge is significantly greater than those on landlocked locations due to this locational difference.

The Miami Beach market has few larger luxury hotels with chain affiliations situated on landlocked sites. Therefore, in order to gauge this rate differential due to these two locations, data on a different set of hotels was obtained. These include luxury boutique hotels in the South Beach, some with direct beach frontage and others located just off the beach and primarily along Collins and Washington Avenues. The identity of each of these two sets of boutique hotels, separated by location (oceanfront vs. landlocked), is presented below, along with High Rack and Low Rack rate information.

Oceanfront Luxury Boutique Hotels

Hotel	Rooms	High Rack	Low Rack
The Setai	135	$1,025	$525
Hotel Victor	91	$347	$225
SLS Hotel South Beach	140	$282	$235
The Delano	193	$399	$279
W Hotel South Beach	349	$742	$449
Soho Beach House	50	$658	$365
Total	958	$575	$346

Landlocked Luxury Boutique Hotels

Hotel	Rooms	High Rack	Low Rack
Kimpton The Angler's	44	$598	$298
The Gale South Beach	112	$247	$146
Crowne Plaza Z Hotel	79	$566	$286
Dream Hotel South Beach	107	$348	$220
The Betsy Hotel	61	$463	$224
Total	403	$444	$235

As evident in the two tables above, lower average rack rates are observed for the landlocked hotels; the High Rack rate of $575 among the oceanfront luxury boutique hotels above is skewed somewhat by the substantially-greater rate of $1,025 at The Setai. Nonetheless, this overall trend translated to a higher ADR and RevPAR for oceanfront boutique hotels compared to their landlocked counterparts, for the fiscal year ending November 2014 according to Smith Travel Research:

Oceanfront Luxury Boutique Hotels		
Period	**FYE Nov.**	**% Change**
Year	**2014**	
No. Days	365	
Room Nights Available	349,670	
Occupancy	71.9%	
Room Night Sales	251,413	2.3%
ADR	$577.08	-0.8%
Total Revenues (000s)	$145,085	
RevPAR	$414.92	1.4%

Landlocked Luxury Boutique Hotels		
Period	**FYE Nov.**	**% Change**
Year	**2014**	
No. Days	365	
Room Nights Available	147,095	
Occupancy	86.5%	
Room Night Sales	127,237	2.5%
ADR	$280.18	2.0%
Total Revenues (000s)	$35,649	
RevPAR	$242.36	4.6%

From this analysis, the trends of occupancy, rates and RevPAR among these three sets of hotels can be summarized below. It includes the nine oceanfront hotels noted in the previous Hotel Market Analysis section of this report, and the comparison among the two sets of luxury boutique hotels from this market.

	9 Large Oceanfront/ Chain Hotels	6 Boutique Oceanfront Hotels	5 Landlocked Boutique Hotels
FYE Nov. 2012			
Occcupancy	75.9%	68.5%	79.6%
ADR	$295.71	$549.47	$278.65
RevPAR	$224.55	$376.39	$221.81
FYE Nov. 2013			
Occcupancy	77.0%	70.3%	84.4%
ADR	$321.53	$581.94	$274.58
RevPAR	$247.52	$409.10	$231.75
FYE Nov. 2014			
Occcupancy	78.5%	71.9%	86.5%
ADR	$338.53	$577.08	$280.18
RevPAR	$265.76	$414.92	$242.36
Average High Rack	$521	$575	$444
Average Low Rack	$269	$346	$235

The subject will be a larger, luxury chain-affiliated hotel with a landlocked location adjacent to the Miami Beach Convention Center. As such, it has physical commonalities with the nine larger oceanfront hotels, whose most-recent occupancy performance indicated that 78.5% of its available annual room nights were sold. The subject's landlocked location is also common with the five landlocked boutique hotels, whose lower rate structures benefit them by allowing for a higher occupancy performance. From this analysis, the occupancy for the subject's 800-room convention center hotel, if completed and operating at stabilization, is estimated to be 80.0%.

The subject's landlocked location will dictate a lower rate structure than those with a preferred oceanfront location in this market. Thus, the rate indications among the landlocked boutique hotels reflect the market in which the subject's rate structure will be situated. These landlocked hotels had an ADR of $280.18 in the fiscal year ending November 2014. Rates have been rising in this market; however, the subject will operate as the headquarters hotel for the Miami Beach Convention Center. The operator's room night sales will be influenced by the group segment attending shows and events at this convention facility, and at the subject hotel's meeting space. Attendees comprising this group business often book in advance, and may obtain an advantageous rate through blocks of rooms purchased at a discount. As such, the ADR of the subject is expected to slightly lag those of other landlocked hotels in this market whose business is primarily generated from leisure guests visiting Miami Beach.

For this reason, the subject's ADR is estimated to be $280.00 if currently operating at stabilization, or similar to the rate obtained last year among other luxury hotels with landlocked locations in this market. This produces a stabilized RevPAR for the property, if completed and operating at a stabilized level as of the current valuation date, of $224.00.

Estimate of Revenues from Other Hotel Departments

Gross Revenues at the proposed subject convention center hotel will also be generated from food and beverage sales from its bars, restaurants and from banquets in its meeting spaces, meeting space rentals, garage parking fees, spa services, and other sources. In order to estimate the Gross Revenues from these sources, we obtained financial data provided from four major international hotel chains illustrating the stabilized Gross Revenues that could be generated from an 800-room luxury full-service convention center hotel at the subject. Each assumes an operation that is similar to the type and quality sought by the landlord (the City of Miami Beach), and are among the approved hoteliers listed in the lease proposed by the City. These are highly-sophisticated and knowledgeable hotel operators with experience in running thousands of hotels worldwide; as such, the data provided from each is considered to present a reasonable level of revenues from each departmental category that can be expected. We also included the pro forma hotel operating data from Portman Holdings, the winning bidder of the Miami Beach Convention Center redevelopment proposal, along with data from a larger luxury hotel with meeting space in downtown Miami.

Comp. No.	1		2		3		4		5		6	
Location	MBCC		MBCC		MBCC		MBCC		MBCC		Miami CBD	
Total Rooms	800		800		800		800		800		411	
Hotel Type	Full-Service		Full Service		Full Service		Full Service		Full Service		Full Service	
Food & Beverage *	Unspecified		4 Outlets		5 Outlets		3 Outlets		5 Outlets		3 Outlets	
Meeting Space (SF)	Unspecified		100,000		85,000		80,000		84,210		15,248	
Meeting Space SF/Room	Unspecified		125		106		100		105		37	
Spa	Unspecified		10,000 SF		7,500 SF		10,250 SF		17,476 SF		13,628 SF	
Parking	Garage		Garage		Garage		Garage		Garage		Garage	
Expected Year Built	2018		2019		2019		2018		2018		2007	
Stabilized Projections												
Stabilized Year	2021		2021		2022		2021		2022		2014	
Annual Room Nights	292,000		292,000		292,000		292,000		292,000		150,015	
Occupancy	80.0%		78.0%		80.0%		76.0%		79.5%		74.7%	
Room Night Sales	233,600		227,850		233,600		221,920		232,140		112,035	
% Group Sales	N/A		65.0%		N/A		N/A		N/A		N/A	
Average Daily Rate	$325.71		$299.29		$384.03		$398.00		$324.08		$241.10	
	Total (000s)	% of Total	Total (000s)	% of Total	Total (000s)	% of Total	Total (000s)	% of Total	Total (000s)	% of Total	Total (000s)	% of Total
Room Revenues	$76,086	65.2%	$68,193	63.6%	$89,709	66.8%	$88,324	65.9%	$75,232	64.5%	$27,012	57.2%
Food & Beverage Revenue	$35,595	30.5%	$33,934	31.7%	$40,361	30.1%	$41,361	30.9%	$35,401	30.3%	$15,384	32.6%
Food & Beverage Outlets	$11,853	10.2%	$8,613	8.0%	$14,959	11.1%	$12,004	9.0%	In F&B	In F&B	$12,550	26.6%
Meeting/Banquets	$23,742	20.3%	$17,992	16.8%	$25,402	18.9%	$29,357	21.9%	In F&B	In F&B	$1,128	2.4%
Other F & B	In Outlets	In Outlets	$7,329	6.8%	In Outlets	In Outlets	In Outlets	In Outlets	In F&B	In F&B	$1,706	3.6%
Telecommunications	$658	0.6%	In Other	In Other	$203	0.2%	In Other	In Other	$659	0.6%	$160	0.3%
Spa	$1,464	1.3%	In Other	In Other	$823	0.6%	$1,307	1.0%	$1,451	1.2%	$2,201	4.7%
Parking	$1,423	1.2%	In Other	In Other	$1,346	1.0%	In Other	In Other	$2,397	2.1%	$1,790	3.8%
Other Operating Depts.	$854	0.7%	$4,329	4.0%	$678	0.5%	$1,856	1.4%	$843	0.7%	$186	0.4%
Rent & Other Income	$697	0.6%	$684	0.6%	$1,091	0.8%	$1,078	0.8%	$689	0.6%	$485	1.0%
Total Revenue	$116,777	100.0%	$107,140	100.0%	$134,211	100.0%	$133,926	100.0%	$116,673	100.0%	$47,218	100.0%

In the preceding table, Comparables 1 through 4 represent data from the four major international hotel operators; their identities remain confidential due to the proprietary nature of this information, but each represents data from an international hotel chain that is widely experienced in projecting the revenues and expenses that can be generated at a wide variety of convention center hotels using highly-sophisticated financial models. Considering the estimates of stabilized occupancy and inflation-enhanced ADRs from these sources, this provides further support for the occupancy and rate structure estimated for the subject. Comparable 6 is from a larger luxury hotel in downtown Miami, with data as of 2014. Finally, Comparable 5 represents the projected hotel revenues for the subject's hotel development by Portman Holdings, the awarded bidder for the redevelopment of the property and the adjacent Miami Beach Convention Center.

In the case of Comparables 1 through 5, these represent projections of revenues at stabilization several years from now, after completion of construction of the subject convention center hotel and its attainment of a stabilized level of occupancy and income generation. As such, the dollar amounts for each represent inflation-adjusted totals in the future, rather than amounts reflective of currently-achievable levels in the market. However, each provides a ratio of departmental revenues to total Gross Revenues once the property is operating at stabilization. As such, these ratios are relied upon to provide the following estimates of departmental revenues for the subject hotel, if it were completed and operating at stabilization as of the current valuation date.

Room Revenues: Previously, we projected an ADR of $280.00 for the subject 800-room hotel, with an occupancy rate of 80.0%, if it were completed and operating at a stabilized level of occupancy and revenue generation as of the current valuation date. This equates to an annual Room Revenue total of $65,408,000. The spreadsheets from the data sources above indicate a range of proportions of Room Revenues to Total (Gross) Revenues from 57.2% to 66.8%, with a mean of 63.9% and a median of 64.9%. However, the low end of this range is noted from the actual 2014 performance of Comparable 6, which has a lower rate structure than the other properties resulting in a lower ratio of Room Revenues to Total Revenues. Thus, Room Revenues at the subject hotel are estimated to be 65.0% of Total Revenues.

Food &Beverage Revenues: With 800 guest rooms, the subject hotel will operate multiple food and beverage outlets as projected by each of the forecasts of Gross Revenues from the international hotel chains. The existing hotel (Comp. 6) also has multiple food and beverage outlets. In this category, revenues will be derived from these restaurants and bars, as well as from food and beverages provided to attendees of meetings, events and banquets held in the property's substantial meeting spaces, and other outlets that include room service and provisions in minibars. Among Comparables 1 through 4, most Other F&B Revenues are reported with those from Food & Beverage Outlets (restaurants and bars), with a combined range from 9.0% to 14.8% of Total (Gross) Revenues. Revenues from providing food and beverages for meetings and banquets

exhibited a range from 16.8% to 21.9% of Total Revenues, an indication of the substantial meeting and event space planned for the subject's hotel operations. The combined Food & Beverage Revenues from all sources at these six comparable properties ranged from 30.1% to 32.6%; the high end of this range is exhibited by Comparable 6, which has a lower rate structure (thus a lower proportion of Room Revenues to Total Revenues), with the other five comparables exhibiting a range of Food & Beverage Revenues that are from 30.1% to 31.7% of Total Revenues. From this analysis, Total Food & Beverage Revenues are expected to be 30.5% of Total Revenues. This breaks down to a proportion of Total Revenues that is 19.5% attributed to Food & Beverage Revenues from meetings and banquets, with 6.0% attributed to the property's food and beverage outlets and the remaining 5.0% derived from other food and beverage sources.

Telecommunications Revenues: These costs include charges from in-room phones and internet access charges, and range from 0.2% to 0.6% of Total Revenues. Thus, Telecommunications Revenues at the subject are estimated to be 0.4% of Total Revenues.

Spa Revenues: The subject hotel will have a recreational spa providing massages and treatments to guests. Revenues for these services were estimated to range from 0.6% to 4.7% of Total Revenues, but with a median indication from the comparables of 1.2%. Thus, Spa Revenues are projected to be 1.2% of Total Revenues.

Parking Revenues: This category will derive income from parking charges at the hotel's garage. The comparable indications of revenues in this department range from 1.0% to 3.8% of Total Revenues, from which an estimate of 1.5% of Total Revenues is derived.

Other Operated Departments Revenue: This category includes miscellaneous revenues from other departments that may include a gift shop, business center, or other hotel amenities. The comparable properties indicated a range of revenues in this department from 0.4% to 4.0% of Total Revenues, but with a median indication of 0.7%. Revenues from Other Operated Departments are forecast from this analysis to be 0.8% of Total Revenues.

Rent & Other Income: Income from this line item includes meeting and banquet space rents, and miscellaneous income. Among the comparable properties, a range of revenues from this category from 0.6% to 1.0% of Total Revenues is evident, but with mean and median indications near the low end of this range. Thus, Rent & Other Income at the subject hotel is estimated to be 0.6% of Total Revenue.

Estimate of Contract Rent

The proposed ground lease for the subject projects that the rent on the site will be 2.5% of the Gross (Total) Revenues generated by its hotel operation. This will occur in fourth year after the hotel's opening, at which time its operations are expected to be stabilized. As such, this represents the base rent for the property, not including any concessions during the initial years of the lease term.

Previously, we estimated the Room Revenues that the subject appears capable of generating and its ratio to the Total (Gross) Revenues that will likely be realized; this estimate assumes that the subject hotel is complete and operating at a stabilized level of occupancy and income generation as of the current valuation date. Other departmental revenues were also projected based on their ratios to Total Revenues. Using the results of this analysis, the

following table is our summary of the estimated Gross Revenue for the subject hotel, if completed and operating at stabilization as of the current valuation date.

Property	Subject	
Location	MBCC	
Total Rooms	800	
Hotel Type	Full-Service	
Food & Beverage *	4 to 5 Outlets	
Meeting Space (SF)	80,000-100,000	
Meeting Space SF/Room	100 to 125	
Spa	Full Service	
Parking	Garage	
Expected Year Built	2019	
Stabilized Projections		
Current Year	2015	
Annual Room Nights	292,000	
Occupancy	80.0%	
Room Night Sales	233,600	
Average Daily Rate	$280.00	
	Total (000s)	**% of Total**
Room Revenues	$65,408	65.0%
Food & Beverage Revenue	$30,692	30.5%
Food & Beverage Outlets	$6,038	6.0%
Meeting/Banquets	$19,622	19.5%
Other F & B	$5,031	5.0%
Telecommunications	$403	0.4%
Spa	$1,208	1.2%
Parking	$1,509	1.5%
Other Operating Depts.	$805	0.8%
Rent & Other Income	$604	0.6%
Total Revenue	**$100,628**	**100.0%**

Estimate of Base Rent

The previous estimate of Total (Gross) Revenue of $100,628,000 is multiplied by 2.5% to provide an estimate of the base contract rent for the proposed ground lease at the subject site. This produced an estimated base rent of $2,515,700, assuming the property is operating at a stabilized level of occupancy and operations as of the current valuation date.

The following sections provide analyses of this proposed contract rent to determine if that amount reflects the market rent that the property would be capable of generating under this scenario.

MARKET VALUE OF THE SITE (IN FEE SIMPLE)

The purpose of this analysis is to estimate whether the terms of the proposed ground lease to the site reflect a rental rate that is similar to that which could be obtained in the market (synonymous with market rent). The subject will be leased under terms that are fully triple-net, whereby the land tenant is responsible for all operating costs, taxes and insurance to the property during the term of the lease. As such, if the rental rate for the ground lease provides a reasonable return on the equity (value) in the site, it represents the market rent that the site is capable of generating.

The Sales Comparison Approach was used to estimate the value of the subject site in fee simple; returns on an investment in that site were analyzed to determine if the terms of the proposed lease on the site were consistent with its rent-producing capabilities in the open market. The methodology that is applied is necessary to evaluate factors such as time of sale (market conditions), location, size, density, frontage and other factors when making the comparison.

The subject site is located at the northeast corner of 17th Street and Convention Center Drive, immediately south of the Miami Beach Convention Center. This is a landlocked location in the city's South Beach market, with a highest and best use for the development of a luxury, full-service, 800-room convention center hotel (if approvals for such development were in place as of the current valuation date). Similar sites suitable for new development of large-scale hotels in this market are non-existent. Miami Beach has been primarily built-out since the 1950s and '60s. Much of the subject's South Beach market is subject to historic preservation zones which protect the existing architecture to many properties, prohibiting demolition and redevelopment of these properties when the economic lives of their existing improvements come to an end. As such, there are virtually no sales of similar sites suitable for large-scale hotel development in this market.

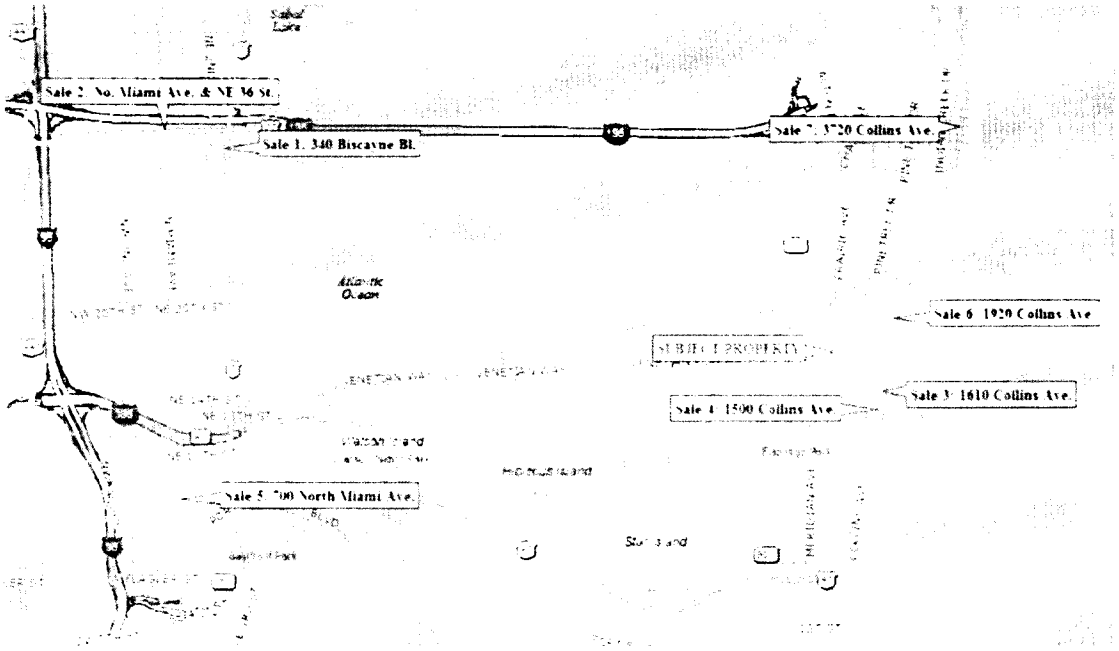
However, other older hotel properties in this market periodically reach an end to their economic lives. Recently, buyers have purchased these properties for substantial redevelopment and/or expansion. This is allowed, even in historic preservation areas, provided that the architectural features of the existing buildings (often their exterior facades, at a minimum) remain intact. These buyers purchase these older hotels, gut the interiors then substantially

renovate them. If additional building areas are allowed by zoning, an additional expansion may also be undertaken, provided that the resulting development conforms to historic preservation ordinances.

In this situation, the buyer is effectively purchasing a hotel at a price that is nearest to its "land value" for this market. The requirement to keep at least some of the older buildings' structures may provide some cost savings in redevelopment, however, in comparison with properties that could be purchased vacant with no preservation restrictions in place. We have selected four sales of this type from the subject's Miami Beach market, along with three sales of hotel development sites in Miami across Biscayne Bay to the west. Each was purchased for development for redevelopment with a luxury hotel. The sales had some inherent differences with the subject property which required adjustments to their respective sale prices. The rationale behind the adjustment process is to reflect the differences in behavior of buyers and sellers based upon certain characteristics inherent in the site.

Typically, the most useful unit of comparison in land sales suitable for hotel (re)development is the sale price per (planned) guest room, as this provides a benchmark for developers regarding cost and, hence, feasibility of development. The price per square foot of site area is also used, but has limited applicability in the case of sale properties with wide variances in planned density (expressed in rooms per acre). A summary of the details of each property sale is presented below, followed by a location map. A detailed description of each sale is presented in the Addenda of this report.

Sale No.	Property Location Property Name Folio No.	Sale Date O.R. Book/Page or Instrument	Size SF (Acres) No. Rooms	Zoning Condition Frontage	Sale Price Price/SF	Price/Unit Rooms/Acre	Comments
1	3450 Biscayne Blvd., Miami Hampton Inn Midtown Site 01-3230-003-0350 & 0390	Nov-14 29417/1605	36,240 (0.83) 151	T6-36a-O Comml. Bldg. Biscayne Blvd.	$4,500,000 $124.17	$29,801 181.5	New mid-scale hotel development with 4,435 SF of ground floor retail space
2	N. Miami Ave. & NE 36 St., Miami Tryptich Hotel/Mixed-Use Site 01-3124-026-0010 et.al.	Jun-14 29222/2553	44,783 (1.03) 297	T6-12-O Vacant I-195 frontage	$12,250,000 $273.54	$41,246 288.9	Hotel/mixed-use project also with 40k SF of retail, 46k SF of offices, 6k SF gallery, & 500-space garage.
3	1610 Colllins Ave. Miami Beach Berkeley Shore Hotel 02-3234-019-0790	Sep-13 28823/4022	18,075 (0.41) 97	CD-3 Old Hotel Collins Ave.	$6,500,000 $359.61	$67,010 233.8	Old 64-room Art Deco hotel at end of its economic life, to be renovated & expanded to 97 rooms.
4	1500 Collins Ave., Miami Beach Haddon Hall Hotel & Campton Apts. 02-3234-019-1190, 1191 & 1200	Jul-13 28730/3186 28732/2164	60,445 (1.39) 167	MXE/CD-2 Old Hotel/Apts. Collins & Wash.	$34,475,000 $570.35	$206,437 120.3	Old Haddon Hall Art Deco hotel & Campton Apts.; 50,000 SF in additional development possible
5	700 North Miami Ave., Miami MDM Marriott Hotel 01-3137-025-0011	May-13 28300/1569	205,353 (4.71) 1,800	T6-60a-O Vacant NW 1st St.	$35,000,000 $170.44	$19,444 381.8	Planned hotel & 600k SF convention center at west end of Miami World Center mixed-use project.
6	1920 Collins Ave., Miami Beach Greystone Hotel 02-3226-001-0100	May-12 28129/1240	9,375 (0.22) 60	CD-2 Vacant Hotel Collins Ave.	$7,500,000 $800.00	$125,000 278.8	Boarded-up Art Deco hotel to be combined with apts. behind to create a 97-room hotel redevelopment.
7	3720 Collins Ave., Miami Beach Croydon Arms Hotel 02-3226-001-1710	Mar-12 28039/1898	14,000 (0.32) 100	RM-2 Vacant Hotel Collins Ave.	$6,750,000 $482.14	$67,500 311.1	Abandoned apt-hotel in central Miami Beach to be renovated with 100 rooms.
Subj.	**17th St. & Conv. Center Dr. Miami Beach Conv. Ctr. Hotel Site Part of 02-3227-000-0090**		**115,265 (2.65) 800**	**PD Mostly Vacant 17th Street**		**301.9**	**Planned hotel site adjacent to the Miami Beach Convention Center & Fillmore Theater**



It is worth noting that Sale 5 represents the site of a proposed 1,800-room Marriott convention center hotel that will anchor the west end of the proposed Miami World Center project in downtown Miami. This hotel will also include a convention facility with 600,000 square feet of meeting space that will be a direct competitor with the Miami Beach Convention Center. The remainder of Miami World Center will include 765,000 square feet of vertical retail space and at least two residential towers spread along several city blocks at the north end of the city's Central Business District. Another similar retail project, Brickell CityCentre, is under development across the Miami River to the south, and will have 490,000 square feet of retail space, a new East Hotel, two residential towers and two office buildings.

Other sales of redevelopment properties were noted in Miami Beach, but these featured alternative highest and best uses (rather than hotel) thus were not included in this analysis. This includes a redevelopment property located in the 600 block of Washington Avenue that was purchased for $36 million in June 2015.

Land Sales Adjustments

Each of the properties sold with a fee simple interest, with terms equivalent to cash. The local hotel market has improved over the time period in which these sales have occurred, with rising ADR and RevPAR levels and strong occupancy. Hotel investment and development is

actively occurring in this market, demonstrating demand for properties suitable for this activity. As such, an upward adjustment was applied to the less-recent sales due to improving market conditions over the period in which these sales occurred.

In the case of Sale 4, the buyer purchased a property with approximately 56,000 square feet of existing building area for redevelopment. This was a 167-unit facility housing the historic Haddon Hall hotel along Collins Avenue, and the abutting Campton Apartments to its immediate west. However, the purchase also carried property rights that allow the buyer to expand the property by another 50,000 square feet, nearly doubling its size. For this reason, a substantial downward adjustment for conditions of sale was made to the price paid for Sale 4 due to the presence of substantial development rights that were also obtained as part of the price paid.

Sales 1, 2 and 5 are located in Miami, rather than in Miami Beach. However, two of these properties represent vacant hotel sites, while the third was sold with a small commercial building (similar to the subject) but with a similar highest and best use for high-density hotel development. These three Miami sales exhibit a range of prices per room from $19,444 to $41,246. The other four sales are from the subject's Miami Beach market, proximate to the Atlantic Ocean beaches, that city's convention facility, and other major attractions in this market such as the Lincoln Road retail/entertainment area and the city's Art Deco District. The four Miami Beach sales have much-higher prices per room (from $67,010 to $206,437). Thus, a substantial upward adjustment is appropriate to the prices paid for Miami Sales 1, 2 and 5 for location compared to the subject's location in South Beach. This adjustment is greater for Sale 5 since it is located in the northwest end of downtown Miami in an area that is going through the early stages of redevelopment. By contrast, Sales 1 and 2 are adjacent to the Design District, Midtown Miami and Wynwood whose stages of redevelopment and gentrification were much further along at the time of sale.

Currently, the subject is improved with small, low-rise buildings that are part of the adjacent Fillmore Theater. These buildings must be demolished and removed before the subject can be developed to its highest and best use (as a luxury, full-service, 800-room convention center hotel facility). This is similar to the condition under which Sale 1 occurred, but Sales 2 and 5 sold in superior condition as vacant and ready for development. For this reason, a

downward adjustment was applied to the prices paid for Sales 2 and 5 for superior site condition at the time of sale.

Miami Beach Sales 3, 4, 6 and 7 sold with existing hotel and/or apartment improvements in place. However, these improvements were near the end of their economic life. While historic preservation ordinances prohibited their total demolition, each property was purchased for substantial redevelopment (and, in some cases, expansion). This reflects the nearest similarity to a sale of a property at its land value in this market; nonetheless, the presence of existing improvements that must be partially preserved potentially reduces some of the costs of redevelopment for the buyers of Sales 3, 4, 6 and 7. As such, a downward adjustment for the potential of reduced costs of redevelopment is applied to the prices paid for these four Miami Beach sales in comparison to the subject.

A price adjustment for these differences between the subject and the comparable sales would ideally be based on any quantifiable differences between these properties. In some cases, the price per room differentials between the sales provided clues regarding the appropriateness of an adjustment to sale price for locational differences and conditions of sale. In any case, the derivation of an accurate adjustment typically requires a larger array of indications from numerous recent sales, a situation that is not usually available.

Nonetheless, we have attempted to quantify approximate adjustments to the prices of the comparable properties for varying differences between each and the subject property. These adjustments are summarized below:

Sale No.	1	2	3	4	5	6	7
Sale Data:							
Cash Equiv. Sale Price	$4,500,000	$12,250,000	$6,500,000	$34,475,000	$35,000,000	$7,500,000	$6,750,000
Sale Price/SF	$124.17	$273.54	$359.61	$570.35	$170.44	$800.00	$482.14
Sale Price/Unit	$29,801	$41,246	$67,010	$206,437	$19,444	$125,000	$67,500
ADJUSTMENTS:							
Property Rights	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Financing	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Conditions of Sale	0.0%	0.0%	0.0%	-48.0%	0.0%	0.0%	0.0%
Market Conditions	0.0%	4.0%	7.0%	8.0%	8.0%	10.0%	10.0%
Preliminary Adjustment	0.0%	4.0%	7.0%	-40.0%	8.0%	10.0%	10.0%
Adjusted Price/SF	$124.17	$284.48	$384.79	$342.21	$184.07	$880.00	$530.36
Adjusted Price/Unit	$29,801	$42,896	$71,701	$123,862	$21,000	$137,500	$74,250
ADDITIONAL ADJUSTMENTS:							
Location	200.0%	200.0%	0.0%	0.0%	300.0%	0.0%	25.0%
Water Frontage	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Site Condition	0.0%	-5.0%	-20.0%	-20.0%	-5.0%	-20.0%	-20.0%
Topography	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Site Configuration	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Road Access	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Zoning	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Additional Adjustment	200.0%	195.0%	-20.0%	-20.0%	295.0%	-20.0%	5.0%
Adjusted Price/SF	$372.52	$839.22	$307.83	$273.77	$727.09	$704.00	$556.88
Adjusted Price/Acre	$89,404	$126,542	$57,361	$99,090	$82,950	$110,000	$77,963
	Price/Unit						
High	$126,542						
Low	$57,361						
Median	$89,404						
Mean	$91,901						

Overall, these adjustments provided a range of indications from $57,361 to $126,542 per planned guest room, with a median of $89,404 per room and a mean of $91,901 per room. Based on this analysis from sales comparison, the subject site appears to have a current "as is" Market Value of $90,000 per planned room, considering a Fee Simple interest in the property and assuming approvals are in place to allow for development at its highest and best use.

This highest and best use of this property is for development of a luxury, full-service, 800-room convention center hotel. With a site size of 2.65 acres, this equates to a planned development density of 301.9 rooms per acre. This development density is most similar to that of Sales 2, 6 and 7, with substantially higher or lower densities proposed in the development of the other four sales. The price per square foot of land among properties can skew significantly when potential development densities are increased or decreased. As such, the use of sales with

relatively-similar planned development densities is important in the analysis of properties' sale prices per square foot of site area.

Among Sales 2, 6 and 7, the adjusted sale prices per square foot ranged from $556.88 to $839.22. From this range, an "as is" Market Value for the Fee Simple interest in the appraised property is estimated at approximately $700.00 per square foot of land.

However, the previous analysis has not considered the Extraordinary Assumption that the subject site is encumbered by a Neutrality Agreement that has been proposed for the property. This Agreement, between a hotel operator and labor unions, will prevent the eventual user of the site (a hotel operator) from opposing efforts of labor unions to recruit new members from qualified personnel working at the hotel. This is an added encumbrance to the site that the previous value estimates per room and per square foot of land did not consider. Any encumbrance to a property, whether physical (such as an easement) or legal (such as a deed restriction), creates greater limits on a property's development and/or use.

The subject site has a highly-unique landlocked location in South Beach, with a unique development density proposed for this location. There are no sales of similar properties with similar use encumbrances from which to extract an adjustment for this factor. Therefore, we have applied other methods in order to provide adjustments to the value indications of the property with this added use encumbrance.

Test of Development Feasibility

The value of the subject site is directly tied to its marketability. A potential purchaser will be attracted to the property if the price of acquisition is reasonable for its intended use. A buyer of a development site is attracted by the property's potential to provide a return on their investment relative of other alternatives in the market. This return is also referred to as the property's entrepreneurial profit.

Profit from a development is measured using a simple formula:

	Market Value at Stabilization
Less:	Total Building Cost
Less:	Total Land Acquisition Cost
Equals:	Profit

In order to estimate the proposed hotel's Market Value at Stabilization, we will use direct capitalization of its stabilized net operating income. The site's proposed use encumbrance would require the eventual hotel operator to maintain a neutral stance if labor unions wished to recruit members from among various qualified employees at the hotel. It does not mandate a union workforce at the hotel, but if a majority of qualified employees vote to join a labor union, it may have effects on the hotel's income generation. The previous estimate of Gross Revenues for the property was obtained from financial information from four experienced international hotel operators, along with those from the subject's hotel developer and from a similar larger hotel in Miami. Among these sources, two of the major international hotel operators provided estimated pro formas of the financial performance of the subject property considering both Union and Non-Union workforces. These are included below, along with a summary of the conclusions from an STR Analytics study:

Comp. No.	1			2			STR Analytics		
Location	MBCC	MBCC		MBCC	MBCC		MBCC	MBCC	
Total Rooms	800	800		800	800		332	523	
Hotel Type	Full-Service	Full Service		Full Service	Full Service		Full Service	Full Service	
Employee Type	Non-Unioin	Union		Non-Union	Union		Non-Union	Union	
Food & Beverage *	4 Outlets	4 Outlets		5 Outlets	5 Outlets		5 Outlets	5 Outlets	
Meeting Space (SF)	100,000	100,000		85,000	85,000		N/A	N/A	
Meeting Space SF/Room	125	125		106	106		N/A	N/A	
Spa	10,000 SF	10,000 SF		7,500 SF	7,500 SF		N/A	N/A	
Parking	Garage	Garage		Garage	Garage		N/A	N/A	
Expected Year Built	2019	2019		2019	2019		1983	1970	
Stabilized Projections			**% Diff.**			**% Diff.**			**% Diff.**
Annual Room Nights	292,000	292,000		292,000	292,000		121,180	190,895	
Occupancy	78.0%	78.0%		N/A	N/A		78.8%	81.9%	
Room Night Sales	227,850	227,850		N/A	N/A		95,490	156,343	
% Group Sales	68.0%	68.0%		N/A	N/A		N/A	N/A	
Average Daily Rate	$307.50	$307.50	0.0%	N/A	N/A		$203.78	$263.05	29.1%
Departmental Revenues	**Total (000s)**	**Total (000s)**	**% Δ**	**Total (000s)**	**Total (000s)**	**% Δ**	**Per $1**	**Per $1**	**% Δ**
Room Revenues	$70,064	$70,064	0.0%	$84,588	$84,588	0.0%			
Food & Beverage Revenue	$35,127	$35,127	0.0%	$42,101	$42,101	0.0%			
Restaurants & Bars	$8,272	$8,272	0.0%	N/A	N/A				
Banquets & Meetings	$19,121	$19,121	0.0%	N/A	N/A				
Other F&B	$7,734	$7,734	0.0%	N/A	N/A				
Telecommunications	In Other	In Other	In Other	$189	$189	0.0%			
Spa	In Other	In Other	In Other	$944	$944	0.0%			
Parking	In Other	In Other	In Other	$1,213	$1,213	0.0%			
Other Operating Depts.	$4,430	$4,430	0.0%	$629	$629	0.0%			
Rent & Other Income	$680	$680	0.0%	$1,045	$1,045	0.0%			
Gross Revenue	$110,301	$110,301	0.0%	$130,709	$130,709	0.0%			
Departmental Expenses									
Rooms	$14,102	$15,072	6.9%	$16,103	$17,069	6.0%			
Food & Beverage	$20,337	$21,738	6.9%	$27,559	$29,461	6.9%			
Telecommunications	In Other	In Other	In Other	$604	$616	2.0%			
Spa	In Other	In Other	In Other	$755	$755	0.0%			
Parking	In Other	In Other	In Other	$0	$0	0.0%			
Other Operating Depts.	$2,873	$2,949	2.6%	$734	$734	0.0%			
Rent & Other Income	$0	$0	0.0%	$0	$0	0.0%			
Departmental Expenses	$37,312	$39,759	6.6%	$45,755	$48,635	6.3%	$0.427	$0.473	10.8%
Departmental Profit	$72,989	$70,542	-3.4%	$84,954	$82,074	-3.4%			
Undistributed Expenses									
Admin. & General	$6,759	$6,818	0.9%	$7,604	$7,604	0.0%			
Sales & Marketing	$5,670	$5,687	0.3%	$8,466	$8,466	0.0%			
Property Maintenance	$3,352	$3,827	14.2%	$3,521	$3,521	0.0%			
Utilities	$3,203	$3,203	0.0%	$2,747	$2,747	0.0%			
Undistributed Expenses	$18,984	$19,535	2.9%	$22,338	$22,338	0.0%	$0.217	$0.213	-1.8%
Profit Before Fixed Costs	**$54,005**	**$51,007**	**-5.6%**	**$62,616**	**$59,736**	**-4.6%**	**$0.321**	**$0.292**	**-9.9%**

Among the hotel operators cited in the table above, no effect on the revenues from hotel workforce unionization could be supported from independent sources. RevPAR among the unionized hotels from the STR Analytics study was almost $55.00 higher than those of Non-Union hotels in this market. This indicates that the Gross Revenues at the Union hotels surveyed by this source were greater than their Non-Union counterparts. However, STR Analytics noted that the unionized hotels surveyed tended to be larger and convention hotels located in central business districts with higher rate structures compared to their Non-Union counterparts. It also may skew the trends in expenses noted by this source, but to a lesser degree

since these were compared to hotels located in similar city-wide markets where similar costs for labor, good and supplies, etc. would occur. Nonetheless, it does not provide a clear "apples-to-apples" comparison with regard to any impact on the Gross Revenues for the subject hotel if unionization of its workforce were to occur.

Among the pro formas for Non-Union operations, the Profit Before Fixed Costs ranged from 47.9% to 49.0% of Gross Revenues. Our estimate of Gross Revenues was $100,628,000 in current dollars; since the subject is anticipated to be completed and achieving a stabilized occupancy and revenue generation by 2022, we have inflated this amount at 3.0% per year which results in an estimate of Gross Revenues at stabilization of .$123,760,000. From the comparable indications, the estimated Profit Before Fixed Costs at the subject is estimated to be 48.5% of Gross Revenues under this scenario, or $60,024,000 at stabilization.

A breakdown of the additional fixed costs estimated from the two international hotel operators is summarized below:

Comp No.	**1**			**2**		
Employee Type	Non-Union	Union		Non-Union	Union	
	Total (000s)	**Total (000s)**	**% Δ**	**Total (000s)**	**Total (000s)**	**% Δ**
Gross Revenues	$110,301	$110,301		$130,709	$130,709	
Profit Before Fixed Costs	$54,005	$51,007	-5.6%	$62,616	$59,736	-4.6%
As a % of Gross Revenues	49.0%	46.2%		47.9%	45.7%	
Less: Fixed Costs						
Management Fee: 3%	$3,309	$3,309		$3,921	$3,921	
Property Taxes	$3,905	$3,905		$3,560	$3,560	
Insurance	$1,044	$1,044		$2,876	$2,876	
Land Rent	$4,412	$2,758		$5,228	$3,268	
FF&E Reserves	$4,412	$4,412		$3,560	$3,560	
Total Fixed Costs	$17,082	$15,428		$19,145	$17,185	
Net Operating Income	**$36,923**	**$35,579**	-3.6%	**$43,471**	**$42,551**	-2.1%

Land rent was calculated at 2.5% of Gross Revenues. From the range of indications for a Non-Union hotel in the preceding table, total fixed costs at the subject are estimated to be $18,500,000. When these fixed costs are deducted from the subject estimated Profit Before Fixed Costs, a stabilized net operating income of $41,524,000 is estimated.

In a subsequent analysis of the appropriate (market) returns on the subject site, we will provide support for an applicable overall capitalization rate for the subject hotel, if completed and operating at stabilization, from 5.50% to 6.00%. Applying those rates to the estimated net

operating income produces a value range at stabilization from $692,067,000 to $754,982,000. With 800 rooms, this equates to a stabilized value range from $865,000 to $944,000 per guest room. These calculations for the subject's proposed hotel (at stabilization) are presented below:

Annual Inflation	**3.0%**		
	Current	**Stabilized 2022**	
	2015	**High**	**Low**
Non-Union Hotel Return Analysis	**($ in 000s)**	**($ in 000s)**	**($ in 000s)**
Projected Gross Revenues: Non-Union Hotel	$100,628	$123,760	$123,760
Proportion of Profit Before Fixed Costs		48.5%	48.5%
Estimated Profit Before Fixed Costs		$60,024	$60,024
Fixed Costs at Stabilization		$18,500	$18,500
Net Operating Income		$41,524	$41,524
Overall Capitalizatio Rate		5.50%	6.00%
Value at Stabilization		$754,982	$692,067
No. of Rooms		800	800
Stabilized Value per Room		$944	$865
Building Cost per Room		$507	$507
Developer's Profit on Costs		86.19%	70.61%
Compounded Annual Profit Rate		9.29%	7.93%

The developer, Portman Holdings, has forecast a construction cost for the hotel of $405,450,398, which equates to approximately $507,000 per room. There are no costs to acquire the land, which will be leased from the City of Miami Beach. These land lease costs were previously included in the Fixed Costs at Stabilization of $18,500,000. When deducted from the value per room indications, this provides a potential profit range from 70.61% to 86.19% over costs over the seven-year period in which the hotel will be construction then brought to a stabilized level of occupancy and operations and assuming a Non-Union workforce at the subject.

This is a compounded annual return rate of 7.93% to 9.29% over this seven-year period. When compared to the overall capitalization rates that are applicable to this hotel property (at stabilization) of 5.50% to 6.00%, this appears to be an attractive project for a developer to undertake.

Next, we have analyzed the impact on feasibility if the qualified employees at the subject hotel were to join a labor union. The two international hotel operators provided a comparison of Profit Before Fixed Costs and net operating income considering both Union and Non-Union

workforces at the proposed subject. Profit Before Fixed Costs fell by 4.6% to 5.6% in these estimates when a Union workforce was in place, along with a drop in net income ranging from 2.1% to 3.6%.

Comp No.	1			2		
Employee Type	Non-Union	Union		Non-Union	Union	
	Total (000s)	Total (000s)	%Δ	Total (000s)	Total (000s)	%Δ
Gross Revenues	$110,301	$110,301		$130,709	$130,709	
Profit Before Fixed Costs	$54,005	$51,007	-5.6%	$62,616	$59,736	-4.6%
As a % of Gross Revenues	49.0%	46.2%		47.9%	45.7%	
Less: Fixed Costs						
Management Fee: 3%	$3,309	$3,309		$3,921	$3,921	
Property Taxes	$3,905	$3,905		$3,560	$3,560	
Insurance	$1,044	$1,044		$2,876	$2,876	
Land Rent	$4,412	$2,758		$5,228	$3,268	
FF&E Reserves	$4,412	$4,412		$3,560	$3,560	
Total Fixed Costs	$17,082	$15,428		$19,145	$17,185	
Net Operating Income	$36,923	$35,579	-3.6%	$43,471	$42,551	-2.1%

However, the STR Analytics study indicated a greater decline of 9.9% in Profit Before Fixed Costs due to the impact of a unionized workforce on a typical hotel property. Therefore, we have estimated that the implementation of a unionized workforce will cause a decrease of 4.0% in the net income that the subject property will generate at stabilization. In applying similar overall capitalization rates of 5.50% and 6.00%, this will cause a similar 4.0% drop in the stabilized value of the proposed hotel with a Union workforce.

This equates to an adjusted value per room range from $830,000 to $906,000. When compared to the cost of construction of $507,000 per room, the following profit margins are noted:

	Stabilized 2022	
	High	Low
Union Hotel Return Analysis	**($ in 000s)**	**($ in 000s)**
Stabilized Value per Room: Non-Union Hotel	$944	$865
Adjustment for Union Operation	-4.00%	-4.00%
Stabilized Value per room with Union Operation	$906	$830
Building Cost per room	$507	$507
Developer's Profit on Costs	78.70%	63.71%
Compounded Annual Profit Rate	8.65%	7.30%

Over the seven-year period to complete the proposed hotel's construction and bring its operations to stabilization, an annual profit rate of 7.30% to 8.65% on costs is estimated if

unionization of the hotel's qualified employees is assumed. As such, the subject remains an attractive and highly-feasible development in this market compared to the overall rate for a similar existing hotel property in this market.

Although the return to the developer (via profit) remains attractive, it is nonetheless reduced if the hotel's qualified workers were unionized, posing the potential for reduced returns to a developer caused by this use restriction that is assumed to be in place at the property. Both the building improvement and land to this property contribute to the profit that can be achieved in these scenarios since feasibility remains under both a Union and Non-Union workforce application to the property. Feasibility for development disappears if a property's value falls or if costs rise to levels that do not provide for an adequate return to the developer. Once that situation occurs, it is often the land value that falls before building costs, and to a greater degree, since the building costs are based on many factors that include various materials and labor whose levels are typically less elastic.

The difference in profit levels between the Union vs. Non-Union workforce scenarios above provide the following range of downward adjustments to the land value:

Overall Capitalization Rate	At 5.50%	At 6.00%
Total Profit: Non-Union Workforce Hotel	86.19%	70.61%
Total Profit: Union Workforce Hotel	78.70%	63.71%
Difference	-8.70%	-9.78%

With greater elasticity to the value of land (compared to building costs), this range is rounded upward to a land value adjustment of 18.0%, or approximately double the amount from the range of differences in the preceding table. This adjustment is applied to the value of the subject site since this estimate assumes that a use encumbrance is in place (per the Extraordinary Assumptions section of this report). This equates to an estimated Market Value if encumbered with this use restriction of $74,000 per planned room or $574.00 per square foot of site area, or 18.0% less than the values previously estimated if unencumbered. Using these estimated values per room and value per square foot of land provides the following Market Value estimates for the subject site "as is" and considering a Fee Simple interest as of the current valuation date. These value estimates assume that the development of the property can occur

to its stated highest and best use, and are subject to the Assumptions and Limiting Conditions and Extraordinary Assumptions set forth in this report:

Value Conclusion				
Value/Room	**x**	**No. Rooms**	**=**	**Total Value**
$74,000	x	800	=	$59,200,000
		Rounded	=	$59,200,000

Value Conclusion				
Value/SF	**x**	**Site SF**	**=**	**Total Value**
$574.00	x	115,265	=	$66,162,110
		Rounded	=	$66,200,000

ANALYSIS OF THE PROPOSED RENT FOR THE SITE

The proposed lease for the subject has triple-net terms, whereby the land tenant pays all of the property's taxes, insurance, maintenance and operational costs. We have previously estimated the contract rent on the subject site to be approximately $2,515,700 under the terms of the lease proposed for the property. If this amount represents a reasonable return on the site's current value (equity), then this current contract rent it is synonymous with its market rent.

In the previous section of this report, we estimated the current Market Value of the site in Fee Simple at $59,200,000, using a price per room unit of comparison; this value was estimated at $66,200,000 using a price per square foot of land area comparison. Considering the estimated contract rent of the site, this produces the following returns on the value (equity) of the site, which also represents an overall capitalization rate to the land:

Land Value Unit of Comparison	Land Value Per Room	Land Value per SF of Land
Estimated Contract Rent on the Site	$2,515,700	$2,515,700
Estimated Land Value in Fee Simple	$59,200,000	$66,200,000
Return (Overall Rate to the Land)	**4.25%**	**3.80%**

The indicated return of the contract rent on the property's value ranges from about 3.80% to 4.25%, which is reconciled at 4.00%. In order to determine if this is a reasonable return on the Fee Simple owner's equity, we have obtained similar return rates on alternative investments and compared them to this estimated return rate to the subject based on risk and other factors.

10-Year U.S. Treasury Yields	July 2015	2.19% to 2.46%
Corporate BBB Bond Yields	July 2015	3.81% to 3.96%
Corporate BBB Bond Yields	Long-Term Average	5.88%

U.S. Treasuries are considered to carry reduced risk compared to real estate investments, thus reflect a range of rates below those that would be sought on a ground lease. The yield rates on corporate bonds carrying a BBB rating are viewed as carrying risk that is more-similar to that on a ground lease for commercial properties. The range of most-recent yield rates for these bonds has ranged from 3.81% to 3.96%; however, the long-term average yield rate on corporate bonds is much higher, at 5.88%. The Federal Reserve has held a zero interest rate policy since December 2008 in an effort to reverse the effects caused by the economic downturn that began that year, affecting a downward pull on all debt rates and yields including those of governmental agencies and corporations. As such, rates and yields on these instruments are at their lowest levels in many years. Although the Federal Reserve has not changed this policy since then, recent business media reports have indicated that rates may be hiked upward before the end of this year in response to improving economic conditions.

With a 99-year lease at the subject, its fee simple owner would take the long-term outlook for rates and returns into consideration when seeking a yield rate on the site. As such, the long-term return sought from a triple-net lease on the subject site would skew higher than the most-recent corporate BBB bond yields noted above. Another source of returns is provided from overall capitalization rates (OARs) on sales of operating hotels in this market. This rate reflects the proportion of net income (return) on improved hotel property investments and other net-leased commercial property investments, and was obtained from recent surveys of national investors cited in the table below:

Source	Property Type/Class	Range of OARs	Average OAR
RERC 4th Qtr. 2014	National Hotels	5.00% to 8.50%	6.80%
Integra Viewpoint Year-End 2014	Miami Class "A" Full-Service Hotels		6.70%
Korpacz/PWC 4th Qtr. 2014	National Net Leased Properties		6.98%
CBRE 2nd Half 2014	US Luxury Hotels Miami Luxury Hotels	5.00% to 6.00%	6.60%

These surveys indicate a range of overall capitalization rates applicable to national hotel property investments from 5.00% to 8.50%, with the best-quality, Class "A" hotel investments trading on overall capitalization rates from 5.00% to 6.70%. The Integra and CBRE surveys provide overall rates for the best-quality (Class "A") hotel property investments in the local Miami-area market, with a range from 5.00% to 6.70%.

When completed, the proposed subject hotel will be a full-service luxury hospitality facility with 800 rooms, a new age of improvements and containing substantial meeting space. It will be located in the prime South Beach resort market of Miami Beach. Conversely, this property will be situation several blocks west of this community's prime location, which lines the attractive Atlantic Ocean beaches. In addition, the subject hotel owner will be leasing the site from the City of Miami Beach under a 99-year term, thus will not have full fee-simple control of the property. Thus, the overall capitalization rate produced by a sale of this improved property, if completed and operating at a stabilized level of occupancy and generation as of the current valuation date, would likely fall near or below the middle of the range of indications for luxury or Class "A" Miami hotels. This range is estimated to be from about 5.50% to 6.00%.

As a vacant site, the return that would be accepted on the subject carries less risk than if it were improved to its highest and best use (with an 800-room luxury hotel). Over the long-term, the improved hotel property carries greater risk in its revenue stream during the ups and downs of various economic cycles. It is also subject to greater risk from unforeseen events such as hurricanes that may temporarily interrupt hotel operations, and from the process of development and investment. With reduced risk to the return on the site (via a ground lease, the expected return on the subject site is likely to be lower than that for an improved hotel investment. With an overall capitalization rate (return) for the proposed hotel operation to the subject (if stabilized) ranging from a low of 5.50% to a high of 6.00%, this compares to the 4.00% return which the subject's forecast ground lease rent appears to generate in relation to the property's equity (value). This return that is estimated from the subject's proposed ground lease is 150 to 200 basis points below those estimated for the property if occupied by an 800-room luxury hotel that was operating at a stabilized level of occupancy and revenue generation. This is reasonable, considering the reduced risk in a vacant site compared to that for a hotel operation at the property.

A band of investment technique is employed as an additional analysis. This technique provides ratios of the contributory value between the land and improvements, then assigning a rate of return to each; this results in a weighted average indication of the overall capitalization rate an improved property (including land and improvements), which would be a luxury 800-room convention center hotel. Those overall rates for this property, if completed and operating at stabilization, were previously estimated to be from 5.50% to 6.00%. The overall rate to the improvements is typically greater than that for the land due to the added risk in the development and investment. With this portion of the equation providing a higher overall rate to the building, a lower corresponding overall rate to the land typically results. Examples of how this equation might appear in relation to the subject with its proposed improvements, based on variable overall rates of 5.50% to 6.00% to the improvements, are presented below:

Component	% of Total Value	X	Overall Rate to Component	=	
Land	15%	X	**4.08%**	=	0.61%
Improvements	85%	X	5.75%	=	4.89%
Overall Rate Indication:					5.50%
Land	15%	X	**2.67%**	=	0.40%
Improvements	85%	X	6.00%	=	5.10%
Overall Rate Indication:					5.50%
Land	15%	X	**1.25%**	=	0.19%
Improvements	85%	X	6.25%	=	5.31%
Overall Rate Indication:					5.50%

Component	% of Total Value	X	Overall Rate to Component	=	
Land	20%	X	**4.50%**	=	0.90%
Improvements	80%	X	5.75%	=	4.60%
Overall Rate Indication:					5.50%
Land	20%	X	**3.50%**	=	0.70%
Improvements	80%	X	6.00%	=	4.80%
Overall Rate Indication:					5.50%
Land	20%	X	**2.50%**	=	0.50%
Improvements	80%	X	6.25%	=	5.00%
Overall Rate Indication:					5.50%

Component	% of Total Value	X	Overall Rate to Component	=	
Land	15%	X	**4.58%**	=	0.69%
Improvements	85%	X	6.25%	=	5.31%
Overall Rate Indication:					6.00%
Land	15%	X	**3.17%**	=	0.48%
Improvements	85%	X	6.50%	=	5.53%
Overall Rate Indication:					6.00%
Land	15%	X	**1.75%**	=	0.26%
Improvements	85%	X	6.75%	=	5.74%
Overall Rate Indication:					6.00%

Component	% of Total Value	X	Overall Rate to Component	=	
Land	20%	X	**5.00%**	=	1.00%
Improvements	80%	X	6.25%	=	5.00%
Overall Rate Indication:					6.00%
Land	20%	X	**4.00%**	=	0.80%
Improvements	80%	X	6.50%	=	5.20%
Overall Rate Indication:					6.00%
Land	20%	X	**3.00%**	=	0.60%
Improvements	80%	X	6.75%	=	5.40%
Overall Rate Indication:					6.00%

With greater risk to the improvements, a greater return for this component is forecast; in each case, this provides for an overall capitalization rate to the land that falls below the overall rates estimated for the property with its proposed improvements. The proposed use encumbrance that is assumed to be in place at the site further diminishes its value. As such, a lower land-to-value ratio from 15% to 20% is supported in the band of investment analysis. Altogether, this analysis produces a range of overall rate (return) indications to the land from

1.25% to 4.58% at a 15% land-to-value ratio. At a higher land-to-value value ratio of 20%, this range of overall rates to the land is from 2.50% to 5.00%.

These ranges are generally supportive of the returns forecast from the subject's proposed ground lease on its value of approximately 4.00%. With a 99-year ground lease term, prudent investors would also seek a long-term return on the subject that exceed the current yields on BBB-rated corporate bonds, and also exceed the range of returns on safer U.S. Treasuries. This provides a hedge against future periods when higher interest rates and yields may be present.

CONCLUSIONS

We have estimated the rent for the subject site, based on the terms of its proposed ground lease. This stabilized amount, if applied to the estimated value of the site owner's equity as of the current valuation date, provides a return on the site of approximately 4.00%; this estimate considers the Assumptions and Limiting Conditions and the Extraordinary Assumptions set forth in this report. This is a modest return on the site and would be viewed as reasonable for a typical owner of the subject would seek under these terms for the long-term ground lease of the site,

Therefore, **it is our opinion that the proposed terms of the ground lease described herein for the 2.65-acre Miami Beach Convention Center Hotel site would produce a stabilized base contract rent of approximately $2,515,700. This base rent amount, and the terms of this lease, appear to be synonymous with its market rent including the rental rate, terms and lease parameters as of July 27, 2015.**

ADDENDA

Exhibit A

Engagement Letter

EXHIBIT A

BLAZEJACK & COMPANY
REAL ESTATE COUNSELORS

May 27, 2015

Maria Hernandez
Capital Projects Advisor to the City Manager
Office of the City Manager
1700 Convention Center Drive, 4th Floor
Miami Beach, Florida 33139
Tel: 305-673-7000 Ext. 2584
MariaHernandez@miamibeachfl.gov

RE.: PROPOSAL
Appraisal of Market Rent for a Ground Lease
2.65-Acre Site along 17th Street proposed for development with
An 800-room Convention Center Hotel, adjacent to the
Miami Beach Convention Center
Miami Beach, Florida

Dear Ms. Hernandez:

This letter will serve as our proposal to appraise the above referenced property. Our estimated date of completion is no later than June 30, 2015. We will prepare a PDF version of an appraisal report setting forth a detailed description of our methodologies, research, analyses and conclusions. Our analysis will consider the physical aspects of the property and assess its competitive position in the market. We will employ all techniques that are considered to be appropriate to this valuation estimate. Our analyses and report will conform to the Uniform Standards of Professional Appraisal Practice (USPAP), the Supplemental Standards issued by the Appraisal Institute, and the requirements of the client (the City Manager's Office of the City of Miami Beach).

We have previously received the Request For Proposal (RFP) No. 2015-103-ME by the City of Miami Beach, which describes the subject property and its proposed development with an 800-room convention center hotel, from Mr. Jeff Sachs of Strategic Advisory Group of Duluth, Georgia. Mr. Sachs has also provided us the Proposal for the Development of a Convention Headquarters Hotel by Portman Holdings, dated April 10, 2015. More information may be required as we progress with this assignment. If there is any other information you believe we would need in order to complete this assignment, please forward it to us.

The total fee will be **$10,500.** 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.

Respectfully submitted,

John A. Blazejack, CRE, MAI
Partner
State-Certified Appraiser
License No.RZ093

Agreed and Accepted

Jimmy L. Morales, City Manager

Date: 6/4/15

MIAMIBEACH

Procurement Division
1700 Convention Center Drive
Miami Beach FL 33139

PURCHASE ORDER / CHANGE ORDER

MAIL INVOICE TO: "SHIP TO" ADDRESS

Telephone: (305) 673-7490	PO / BPO NUMBER	PAGE
	027671 CO# 0	1 of 1

VENDOR ID:	DATE	DATE REQUIRED:
007308	6/15/2015	

VENDOR

BLAZEJACK AND COMPANY
655 SOUTH WEST MIAMI PLACE
MIAMI , FLORIDA 33130-3008
, FL 33130

SHIP TO

MIAMI BEACH CONVENTION CENTER
1901 CONVENTION CENTER DRIVE
MIAMI BEACH, FL 33139

REQUESTED BY	PHONE	E-MAIL	PAYMENT TERMS
AMY MEHU		AmyMehu@miamibeachfl.gov	A/P Net 30 Days

REQUESTING DEPARTMENT	CONTRACT AUTHORITY	PURCHASE AUTHORITY	F.O.B.
CONVENTION CENTER	ITYWIDE PRCEDURES PO 16	/WIDE PRCEDURES PO 1	DESTINATION

SPECIAL INSTRUCTIONS:

Quantity	Unit	Description	Unit Price	Ext. Price
		APPRAISAL OF MARKET RENT FOR A GROUND LEASE, 2.65-ACRE SITE ALONG 17th STREET PROPOSED TO DEVELOPMENT WITH AN 800-ROOM CONVENTION CENTER HOTEL, ADJACENT TO THE MIAMI BEACH CONVENTION CENTER, MIAMI BEACH, FLORIDA. PROPOSAL BY BLAZEJACK AND COMPANY TO UPDATE PREVIOUSLY COMPLETED APPRAISAL OF THE PROPOSED SITE FOR THE CONVENTION CENTER HEADQUARTER HOTEL. LOWEST OF TWO BIDDERS OF ITQ 223-2013TC. TOTAL FEE AMOUNT OF $10,500. FEE FOR COURT TESTIMONY IS BASED ON $250.00 PER HOUR.		10,500.00

COMMENTS: THE PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES AND SHIPPING DOCUMENTS. YOU MUST ALSO STATE YOUR PROMPT PAYMENT TERMS ON YOUR INVOICE (I.E. 2% 10). FAILURE TO SUBMIT INVOICES AS STATED HEREIN WILL RESULT IN A DELAY IN THE PAYMENT PROCESS
SEE ADDITIONAL TERMS AND CONDITIONS CONTAINED HEREIN

SUBTOTAL	10,500.00
TOTAL	10,500.00

U.S TREASURY DEPT TAX EXEMPTION UNDER REG. NO. F59-6000372, STATE OF FLORIDA TAX EXEMPTION CERTIFICATE 85-8012621639C-9

Signature

VENDOR COPY

TERMS AND CONDITIONS

1. This purchase, blanket, or change order form properly signed by the Procurement Director or designee constitutes the entire agreement. Terms stated by Vendor in accepting or acknowledging this order shall not be binding unless accepted in writing by the City of Miami Beach (the "City"). Vendor may not transfer or assign this order without the City's prior written consent. The provisions of the Uniform Commercial Code-Article 2 Sales will govern this contract and all right duties of the Vendor and the City. Chapter 627, Florida Statues and the Municipal Code of the City.

2. Vendor shall suitably pack, mark, and ship in accordance with any instruction from the City and the requirements of common carriers to secure the lowest transportation costs. Vendor shall be liable for any difference in freight charge or damage to the materials by its failure to comply therewith. Vendor will send the City a "Notice of Shipment" giving the number of the order, kind and amount of materials and route at or prior to time of shipment.

3. INVOICES: Render invoices as instructed on the face hereof immediately upon shipment or completion of order. Separate invoices must be rendered in duplicate for each order. All invoices must show our purchase or blanket order number.

4. The City may return any materials which are defective, unsatisfactory, or of inferior quality or workmanship, or fail to meet specification or other requirements of this order. Such materials shall, unless by the City, remain the property of Vendor and may be returned at Vendor's risk and expense, and Vendor shall reimburse the City for all prior payments therefor and/or costs incurred in connection with delivery or return of such materials.

5. Vendor warrants the materials will conform to the description and applicable specifications, shall be of good merchantable quality and fit for the known purpose for which sold, that the materials are free clear of all liens and encumbrances, and that Vendor has good merchantable title. This is in addition to any warranty or service guarantee given by Vendor to the City as provided by law.

6. Vendor shall comply, and has complied with all State, Federal and Local laws, regulations or order applicable to the purchase, manufacture, processing and delivery of materials including but not limited to the Fair Labor Standards Act, of 1938, as amended. The provisions of Executive Order 10925,11114, and 11246, as amended, and any subsequent executive order relating to equal opportunity for employment on government contracts and all Rules and Regulations of the President's Committee on Equal Opportunity are incorporated by reference. The nondiscrimination 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, and the implementing rules and regulations prescribed by Secretary of Labor, are incorporated herein.

7. If Vendor shall default in any respect, or become insolvent, or if a petition in bankruptcy or insolvency is filed by or against Vendor under any State or Federal law, the City in addition to other rights or remedies, may terminate and cancel this order. A waiver of breach of any provision shall not be a waiver of any other breach of such provision or of any other provisions. The City shall not, in any event, be liable to Vendor for special, contingent, or consequential damages.

8. DELIVERY: Delivery must be made within the time specified in this order. If the material is not delivered within such specified time, the City reserves the right to cancel the order or any part thereof. When terms of delivery are FOB Destination, Vendor shall pay all transportation charges, when terms of delivery are FOB shipping point, freight charges shall be prepaid and added to invoice. All prices considered FOB Miami Beach, Florida, unless otherwise indicated. The City will not be responsible for merchandise delivered to any destination other than that specified herein. Deliveries accepted 8:30 am to 4:30 PM, Monday through Fridays, except for holidays. Perishable material will be shipped so as to arrive at destination on Monday through Friday.

9. All communications and acknowledgements concerning this order must show this purchase or blanket order number and be directed to:

The City of Miami Beach
City Hall – Procurement Division
1700 Convention Center Drive
Miami Beach, FL 33139.

10. Vendor shall defend any suit or proceeding brought against the City, its officers, agents, and/or employees based on a claim that the manufacture or sale or the City intended use or resale of any of the materials covered constitutes infringement of any United States Letters Patent, now or hereafter issued, or violates any other proprietary interest (including copyrights, trademarks and trade secrets), if notified promptly in writing and given authority, information, and assistance (at Vendor's expense) for the defense of same, and. Vendor shall pay all damages and costs, including attorney's fees, awarded against the City in such suit or proceeding. In the event the City is enjoined from use and/or resale of any of the materials covered by this order as a result of said suit or proceeding, Vendor shall (at its expense) expend all reasonable efforts to procure for the City the right to use and / or resell said materials. If Vendor cannot so procure the aforementioned right within a reasonable time, Vendor shall then promptly (at Vendor's expense): (1) modify said materials so as to avoid infringement of any patent or other proprietary interest, or (2) reinstallation costs in connection therewith, or (3) remove said materials and refund the purchase price and reimburse the City for the transportation and installation costs thereof. Vendor shall have the same obligations with respect to any claim for infringement of foreign patents or violation of other foreign proprietary interests if the City purchases hereunder for shipment to and for the use or resale in a foreign country and Vendor is so advised. The paragraph 10 shall constitute the sole agreement relating to liability for infringement or violation of proprietary rights unless expressly revised or revoked in writing.

11. Buyer's remedies, in the event of default by Vendor, shall be as provided by law, except as otherwise provided herein.

12. PACKING LISTS: Must accompany each case or parcel, showing the City's order number and complete description of contents. All barrels, boxes, bags, crates or other packages must be labeled with tag (linen tag preferred) securely fastened to packages, showing shipper's name and our order number. If not possible to attach tags, information must be printed on packages. Drop shipments and partials must be treated similarly.

13. Vendor must submit Material Safety Data Sheets with shipments for substances found on the current Florida Toxic Substances List. In accordance with Florida Statues- Chapter442 Section 6 (1).

14. If bid or contract terms, conditions and/or specification differ from those of this purchase or blanket order, the bid, contract or agreement shall take precedence.

15. Vendor 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 order.

16. Call 305-673-7490/VOICE to request material in accessible format or information on access for persons with disabilities. For more information on ADA compliance please call 305-673-7080.

BLAZEJACK & COMPANY
REAL ESTATE COUNSELORS

July 21, 2015

Mr. Jimmy L. Morales
City Manager
1700 Convention Center Drive, 4th Floor
Miami Beach, Florida 33139
Tel: 305-673-7000 Ext. 2584
MariaHernandez@miamibeachfl.gov

RE.: SUBJECT PROPERTY:
A 2.65-acre site along 17th Street proposed for development with
An 800-room Convention Center Hotel, adjacent to the
Miami Beach Convention Center
Miami Beach, Florida

Dear Mr. Morales:

Previously, we have provided you, the client, an appraisal and analysis of the Market Rent under the terms of a proposed Ground Lease on the above-referenced property. Per your request, we shall provide additional appraisal and consulting services on this property, which includes an estimate of the Market Rent under an alternative Ground Lease for the subject property in which certain site restrictions apply; these site restrictions for this alternative analysis will be stated in the report. This additional work to be performed by us shall also include an analysis as to whether the rent on the site under this alternative ground lease and accompanying site restrictions provides a reasonable return to the fee simple owner of the subject property (the City of Miami Beach).

Our estimated date of completion of the written report is no later than August 30, 2015, with a verbal and/or summary version of our conclusions provided by July 30, 2015. We will prepare a PDF version of an appraisal report setting forth a detailed description of our methodologies, research, analyses and conclusions. Our analysis will consider the physical aspects of the property and assess its competitive position in the market. We will employ all techniques that are considered to be appropriate to this valuation estimate. Our analyses and report will conform to the Uniform Standards of Professional Appraisal Practice (USPAP), the Supplemental Standards issued by the Appraisal Institute, and the requirements of the client (the City Manager's Office of the City of Miami Beach).

We have previously received the Request For Proposal (RFP) No. 2015-103-ME by the City of Miami Beach, which describes the subject property and its proposed development with an 800-room convention center hotel, from Mr. Jeff Sachs of Strategic Advisory Group of Duluth, Georgia. Mr. Sachs has also provided us the Proposal for the Development of a Convention Headquarters Hotel by Portman Holdings, dated April 10, 2015, and with the terms of this alternative ground lease on the property covered under this engagement letter for this additional assignment. More information may be required as we progress with this assignment. If there is any other information you believe we would need in order to complete this assignment, please forward it to us.

Due to the additional scope of work required under this assignment, the total fee will be **$5,500**. Additional fees for any required court testimony are based on a rate of $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.

BLAZEJACK & COMPANY
REAL ESTATE COUNSELORS

Respectfully submitted,

John A. Blazejack, CRE, MAI
Partner
State-Certified Appraiser
License No.RZ093

Agreed and Accepted

Jimmy E. Morales, City Manager
City of Miami Beach

Date: 07/22/15

Exhibit B

Proposed Ground Lease to Subject Site

EXHIBIT B

[EXHIBIT B COPY OF PROPOSED LEASE OMITTED AS REPETITIVE OF

LEASE ATTACHED HERETO AS APPENDIX 1 TO THIS AGENDA ITEM R7A]

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into by and between Portman Miami Beach, LLC ("Developer") and UNITE HERE Local 355 (the "Union").

1. Developer is engaged in the development of a hotel project to be located at or near the Miami Beach Convention Center in Miami Beach, FL (hereinafter referred to as the "Hotel"). The Developer has not yet selected an operator for the Hotel and does not currently have in effect management agreements or other agreements with an operator for the Hotel or its various operations. This Hotel, once in operation, will create numerous jobs, including positions for hotel service workers and related positions in the Hotel's operations. The Union is interested in organizing the employees of the Hotel. This Agreement shall cover all employees employed in classifications as set forth in Exhibit A hereto, or in classifications called by different names but performing similar duties (referred to hereinafter as "Employees"), at the Hotel which during the term of this Agreement is operated by or substantially under the control of the yet to be determined operator (hereinafter referred to as "Operator/Employer"). The term "Operator/Employer" shall be deemed to include only the entity ultimately engaged by Developer to operate the Hotel, and then only with respect to "Employees" (as defined herein) at the Hotel. This Agreement shall not apply to: (i) any location other than the Hotel where the Operator/Employer has employees; (ii) any employees of the Operator/Employer other than those Employees specifically defined herein; (iii) any person, firm, partnership, corporation, joint venture or other legal entity under the control of the Operator/Employer; (iv) any subsidiary of the Operator/Employer; or (v) any person, firm, partnership, corporation, joint venture, or other legal entity which controls the Operator/Employer, except, as to any Person described in clauses (iii), (iv) or (v), to the extent any such person, firm, partnership, corporation, joint venture, or other legal entity described in clauses (iii), (iv) or (v) is acting in the place and stead of the Operator/Employer with respect to the Employees at the Hotel. In selecting the Operator/Employer, Developer will include the applicable terms of this Agreement in the operating agreement with such selected Operator/Employer. Operator/Employer shall not include the Developer or any other entity that is the owner of the Hotel, any municipality or county, any convention center authority or any subsequent owner of the Hotel, except as otherwise provided herein.

2. The parties hereby establish the following procedure for the purpose of ensuring an orderly environment for the exercise by the Employees of their rights under Section 7 of the National Labor Relations Act (the "Act") and to avoid handbilling, picketing, and/or other economic action directed at the Developer, Operator/Employer, owner of the Hotel, the City of Miami Beach and/or the Miami Beach Convention Center in the event the Union decides to conduct an organizing campaign among Employees.

3. The parties mutually recognize that national labor law guarantees employees the right to form or select any labor organization to act as their exclusive representative for the purpose of collective bargaining with their employer, or to refrain from such activity.

4. The Developer will take an approach of neutrality to the unionization or organizing of Employees at the Hotel by the Union. The Developer will not take any action nor make any statement that will directly or indirectly state or imply any support for, or opposition to

the selection by such Employees of a collective bargaining agent, or preference for or opposition to any particular union as a bargaining agent.

5. The Union and its representatives will not coerce or threaten any Employee in an effort to obtain authorization cards or otherwise to obtain any Employee's support for the Union. Likewise, the Developer and its representatives will not coerce or threaten any Employee in connection with his/her decision regarding whether the Employee signs an authorization card or otherwise supports the Union.

6. The Union will take all appropriate actions to support the public approval of the referendum currently scheduled for November 3, 2015 that is necessary for the Hotel to be developed. The Union and its representatives shall refrain from making any negative statements about or taking any actions against or that raise questions of its/their support for the public approval for the referendum. Should the referendum fail to receive the necessary public approval, this Agreement shall thereupon become null and void.

7. Once an Operator/Employer is selected by Developer, if the Union provides written notice to this selected Operator/Employer of the Union's intent to organize Employees covered by this Agreement, the Operator/Employer shall provide reasonable access to its premises and to such Employees by the Union consistent with the provisions of the Act. The Union may engage in communications with Employees in the cafeteria, break rooms and locker rooms of the Hotel during Employees' non-working times (before work, after work, and during meals and breaks) and/or during such other periods as the parties may mutually agree upon.

8. Within ten (10) days following its receipt of written notice of intent from the Union to organize Employees at the Hotel, the Operator/Employer will furnish the Union with a complete list of such Employees, including both full and part-time Employees, showing their job classifications, departments, phone numbers, and home addresses, subject to applicable laws including laws regarding privacy of employee or individual information. Thereafter, the Operator/Employer will provide the Union with updated lists of all such Employee information on a quarterly basis.

9. Developer and the Union agree that the Union's majority status and representation of any Employees as defined by this Agreement shall be solely determined and verified by a secret ballot election conducted by the National Labor Relations Board (NLRB) pursuant to the NLRB's rules, policies and procedures, and all applicable provisions of the Act, following the filing of an appropriate petition for representation election by the Union.

10. During the term of this Agreement, the Union will not engage in handbilling, picketing or other economic activity at the Hotel or at any of Developer's or Operator's/Employer's or their respective affilliates' offices or other property locations, or at the residences of the management, directors, officers or employees of any of the foregoing entities, and will not make disparaging or other adverse statements about the Hotel or the Developer or Operator/Employer, or their respective affiliates, or the management, directors, officers or employees of any of the foregoing entities. The Union also agrees to comply with any lawful "no solicitation/no distribution" policies of the Operator/Employer, consistent with the requirements of the Act. Operator/Employer will not engage in a lockout of the Employees during the term of this Agreement. Notwithstanding the termination provision above, if the

Operator/Employer voluntarily recognizes any union besides Union as the exclusive collective bargaining representative of Employees, or any of them, this paragraph shall terminate immediately and without notice.

11. In the event that the Developer sells, transfers, or assigns all or any part of its right, title, or interest in the Hotel or substantially all of the assets used in the development of the Hotel, or in the event there is a change in the form of ownership of the Developer, the Developer shall give the Union reasonable advance notice thereof in writing, subject to any confidentiality restrictions to which the Developer may be subject, and the Developer further agrees that as a condition to any such sale, assignment, or transfer, the Developer will obtain from its successor or successors in interest a written assumption of this Agreement and furnish a copy thereof to the Union, in which event the assignor shall be relieved of its obligations hereunder to the extent that the assignor has fully transferred its right, title, or interest.

12. In the event that the selected Operator/Employer sells, transfers, or assigns all or any part of its right, title, or interest in the management of the Hotel, or in the event there is a change in the form of ownership of the Operator/Employer, the Operator/Employer shall give the Union reasonable advance notice thereof in writing, subject to any confidentiality restrictions to which the Operator/Employer may be subject, and the Operator/Employer further agrees that as a condition to any such sale, assignment, or transfer, the Operator/Employer will obtain from its successor or successors in interest a written assumption of this Agreement and furnish a copy thereof to the Union, in which event the assignor shall be relieved of its obligations hereunder to the extent that the assignor has fully transferred its right, title, or interest.

13. The Developer and Operator/Employer shall incorporate the entirety of paragraphs 4, 7, 8, and 9 of this of Agreement in any contract, subcontract, lease, sublease, operating agreement, franchise agreement or any other agreement or instrument giving a right to any person to operate any enterprise in the Hotel employing employees as set forth as included Employee Classifications in Exhibit A, or in classifications called by different names but performing similar duties, and shall obligate any person taking such interest, and any and all successors and assigns of such person, to in turn incorporate said paragraphs in any further agreement or instrument giving a right as described above. The Operator/Employer shall exert commercially reasonable efforts to enforce such provisions against those parties with which the Operator/Employer has a direct contractual relationship. The Developer and/or the Operator/Employer shall give the Union written notice of the execution of such agreement or instrument and identify the other party(ies) to the transaction within 15 days after the agreement or instrument is signed. The terms "Developer", "Operator", "Employer" and "Hotel" shall be modified in such agreement or instrument to conform to the terminology in such agreement or instrument but retain the same meaning as in this Agreement, and the terms "Operator/Employer" and "Employees" as used herein shall be modified to refer, respectively, to the person or persons receiving a right to operate an enterprise in the Hotel and the employees of such person or persons. This paragraph only applies to included "Employees" as defined in this Agreement and particularly in Exhibit A hereto.

14. The parties agree that any disputes over the interpretation or application of this Agreement shall be submitted to expedited and binding arbitration in or near Miami, Florida, with a mutually agreed upon neutral serving as the arbitrator. If within thirty (30) calendar days of such submission, the parties are not able to agree upon a mutually acceptable person to serve

as the arbitrator, they shall request from the Federal Mediation and Conciliation Service a list of seven arbitrators who are members of the National Academy of Arbitrators and who reside in Florida. The parties shall, within ten (10) days of receiving the list, select the arbitrator by alternately striking names from the list. The party to strike first shall be determined by coin toss. The last name remaining on the list after each party has stricken three names shall be the arbitrator. The arbitration shall be conducted in accordance with the Federal Rules of Civil Procedure. The arbitrator shall also have the authority to order the non-compliant party to comply with this Agreement. The cost of the arbitrator shall be split equally by the parties to this Agreement. The parties hereto agree to comply with any order of the arbitrator, which shall be final and binding, and agree that judgment may be entered upon it in accordance with applicable law in the United States District Court for the Southern District of Florida, which shall have exclusive jurisdiction in any action concerning the arbitration under this Agreement.

15. In the event a party breaches the terms of this Agreement, the other party(ies), in addition to all other remedies available, and without initiating arbitration proceedings, shall be entitled to seek and obtain injunctive relieve or other equitable remedies in any court of competent jurisdiction.

16. This Agreement shall be in full force and effect from the date it is fully executed on behalf of the Developer and the Union until eighteen (18) months after the full public opening of the hotel, or sooner upon execution of a collective bargaining agreement between the Union and the Operator/Employer, which explicitly supersedes this document.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands.

FOR THE DEVELOPER:	FOR THE UNION:
_____	UNITE HERE Local 355
[*fill in company name*]	
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

26296844v3

EXHIBIT A

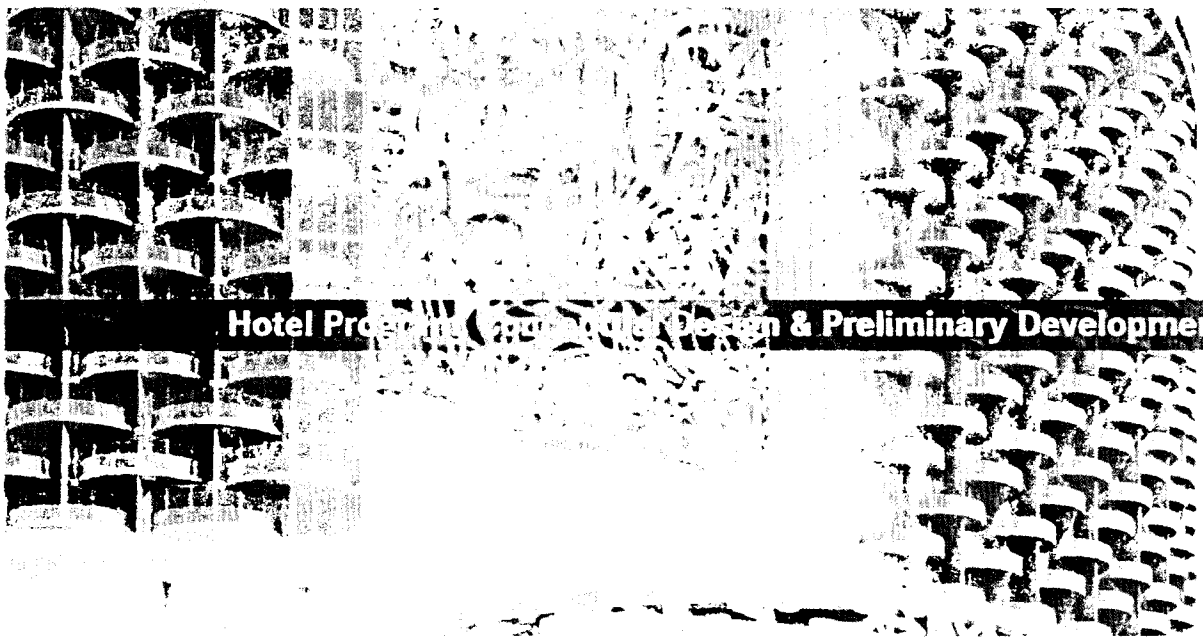
Employee Classifications included under this Memorandum of Agreement: All regular full-time and regular part-time hotel service, housekeeping, food and beverage, and on-site laundry employees (including room cleaners, housepersons, bell persons, telephone operators, kitchen employees, servers, bussers, bartenders, cashiers, and hosts,) employed by the Employer at the Hotel.

Employee Classifications and others excluded under this Memorandum of Agreement: All reservations employees, including on-site and/or centralized or off-site reservation employees; sous chefs; concierges, business center and front desk employees; employees of third-party or themed or gourmet restaurants or bars located in the Hotel; recreational employees; spa/health club employees (with the exception of housekeeping employees providing cleaning or linen services to the spa/health club); off-site laundry; secretarial, office clerical, gift shop, retail and sales employees; audio-visual employees; parking employees; landscaping employees; and maintenance employees; as well as all managers, supervisors, and guards as defined by the National Labor Relations Act.

Exhibit C

Portman Holdings Hotel Development Description & Plan

EXHIBIT C



Hotel Pro[illegible] Design & Preliminary Development Budget

5.1 Hotel Program

Provide a table summarizing the Hotel program utilizing the form in Appendix E.

	Units	Square Feet	Average Size
Guestrooms			
Kings	445	144,625 SF	325 SF
Doubles	256	93,440 SF	365 SF
Suites	99	54,925 SF	555 SF
Hospitality Suites	Included Above	Included Above	Same as Above
Guest Support Areas		106,866 SF	
Subtotal	800	399,856 SF	500 SF
Meeting Facilities			
Ballroom		26,500 SF	
Jr. Ballroom #1		11,500 SF	
Jr. Ballroom #2		9,560 SF	
Breakout Meeting		(49 Rooms) 47,650 SF	
Total Leasable		84,210 SF	
Support		78,220 SF	
Subtotal		173,430 SF	
Food & Beverage			
Café	40 Seats	2,140 SF	
3-Meal Restaurant	300 Seats	14,621 SF	
Rooftop	120 Seats	6,926 SF	
Pool Grille	130 Seats	3,854 SF	
Lobby Lounge	180 Seats	5,454 SF	
Club Lounge	92 Seats	4,388 SF	

	Units	Square Feet	Average Size
Parking	320 Spaces	91,380 SF	
Support			
Lobby		8,255 SF	
Office		4,725 SF	
Pool		Outdoor/Not Included	
Spa		9,896 SF	
Fitness		7,580 SF	
Other		52,340 SF	
Subtotal		82,796 SF	
Total Square Feet		784,845 SF	

5.2 Brands

Specify which hotel brand(s) you intend to consider for the hotel. Each proposer shall be solely responsible to clear with the named hotel brand that there are no restrictions that would limit the brand's ability to operate the hotel.

Portman Holdings intends to consider national hotel operators with an established and consistently maintained reputation for quality and quality of operation. Brands meeting these criteria include Marriott, Marriott Marquis, JW Marriott, Westin, Omni, Hyatt Regency and Hilton. We would consider working with any of these brands, or any other hotel operator approved by the City of Miami Beach. We intend to work with the city to determine the best fit for this hotel.

Hilton HOTELS & RESORTS

HYATT®

JW MARRIOTT.

Marriott.

OMNI HOTELS & RESORTS

WESTIN HOTELS & RESORTS

5.3 Preliminary Development Budget

Provide a summary of the development budget, including estimated construction hard costs, architecture/engineering, furniture, fixtures and equipment (FF&E), development fee, other soft costs and required fees, pre-opening/working capital, art in public places (1.5% of construction costs per City Code Section 82-537), contingency and escalation, financing costs, and any other unique project costs.

Soft Costs	
Design Architect	$ 13,551,938
Landscape Architect	$ Included Above
Other Architectural	$ Included Above
Traffic Engineer	$ Included Above
Civil Engineer	$ Included Above
Misc. Consultants	$ 1,033,500
Legal and Administrative	$ 1,000,000
Real Estate Taxes	$ 4,193,084
Developers Fee	$ 22,424,772
Building Permits/Fees*	$ 11,120,197
Insurance - Builders Risk	$ 3,545,741
Pre- Opening Expense	$ 6,680,000
Working capital	$ 800,000
Sewer/Water Hook Up	$ 85,000
Art in Public Places	$ 3,643,386
Other	$ 1,282,702
Soft Cost Contingency	$ 20,272,520
Total Soft Cost	$ 89,632,940
Financing	
Loan/Equity fees	$ 11,344,436
Construction Period Interest	$ 9,256,783
Operating Interest Reserve	$11,503,442
	$32,104,661

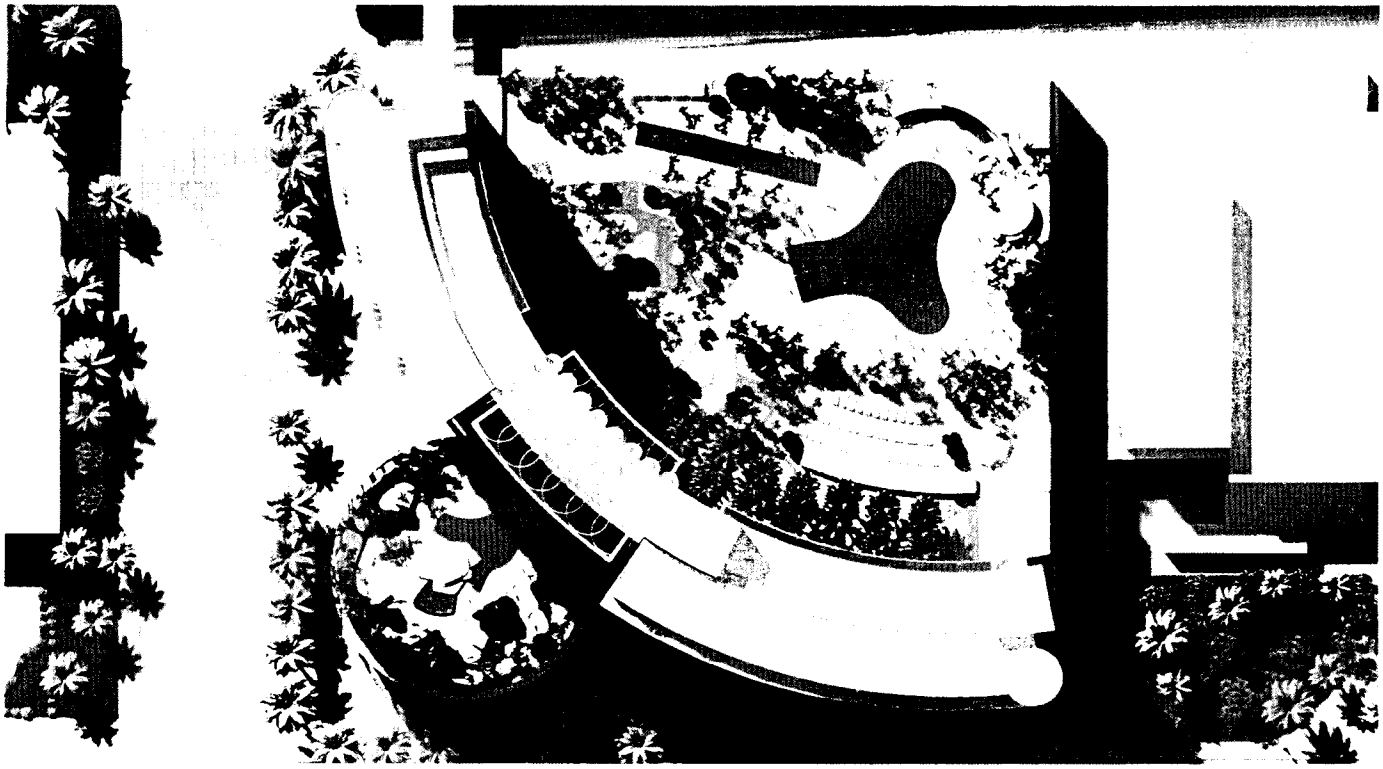
Construction Costs	
Construction Cost Hotel	$ 235,880,136
Existing Structure Demolition	Included Above
Construction Contingency	Included Above
Skybridge	$ 1,800,000
Payment & Performance Bonds	$ 2,084,913
FF&E	$ 24,683,024
OS&E	$ 19,264,725
Total Construction Cost	$ 283,712,798
Total Project Costs	$ 405,450,398

*$25,000 Referendum Fee included in Building Permits/Fees

5.4

Provide conceptual architectural diagrams of floor plans, elevations, and renderings of the proposed Hotel Project. It is expected that the conceptual design for the Hotel Project will further the City's design standards, and continue the City's legacy as a home to many architecturally significant buildings designed by nationally and internationally-recognized architects. It is further expected that the conceptual design of the Hotel Project will be architecturally harmonious with the surrounding area, including the design for the MBCC Renovation and Expansion Project (including its public park components), New World Symphony, SoundScape Park, and Lincoln Road.

Floor plans, elevations and renderings for the [illegible] Hotel Project [illegible] design.



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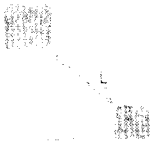
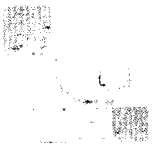
5.1

THE SITE. The site represents an important opportunity – the chance to provide a strong connection between the Miami Beach Convention Center, the Gleason Theater, the Miami Beach Convention Center Park and Lincoln Road. The proposed design creates a design for a new convention headquarters hotel that celebrates and enhances the character and scale of Miami Beach while embracing and integrating as the cornerstone of the Miami Beach Convention Center district. The proposed design succeeds by fulfilling three goals:

- CONNECT the parks – take advantage of and expand on the existing traffic patterns to connect the two parks and lead people from Lincoln Road into the MBCC district.
- SHAPE the experience – open up the intersections of 17th Street with Convention Center Drive and Pennsylvania Avenue to create a grand pedestrian experience.
- EXPAND the natural environment – wrap the curved streetscape in greenery to join the two parks, then carry the park-like environment up and through the hotel.



THE CURVE. The curved hotel facade provides a strong visual connection to Lincoln Road, especially when it is lit at night. By curving the hotel's layout and wrapping the green streetscape around the corner between SoundScape Park and the new MBCC Park, the design connects and ties the entire area. The hotel is designed to serve as a marriage with the new tailored and expanded convention center and to be a connector between the Gleason Theater, the surrounding greenscape and Lincoln Road, creating a cohesive synergy between the area's components. The hotel's ballrooms and expanse of outdoor event spaces augment the convention center's offerings and expand on the type of events that Miami Beach could host. A skybridge offers convenient, direct access between the hotel and MBCC, while the ground-level arcade activates the streetscape and serves as a pleasing, working gate between the two.



THE EXPERIENCE. The concept for the hotel is centered on delivering a sensory experience. The project emphasizes the outdoor environment and creates an abundance of interplay with nature. The landscaping doesn't stop at the building's edge; it continues on throughout. Following the tone first set by SoundScape Park, greenery rises up through the hotel onto the rooftop deck of the porte cochere building, flows through the hotel tower and around to the level-seven terrace behind, creating a completely public experience at ground level and a semi-private enclave primarily for guests atop the hotel's park-like terrace and deck. The roof of the hotel tower also incorporates open terraces for outdoor functions as well as a restaurant and bar featuring an infinity pool edging the terrace and mirroring the ocean beyond.

The design is most attuned to the desire to create a place with a strong sense of for human enjoyment. The hotel's generous sitting areas and the lines of sight at the same time creating dynamic

5

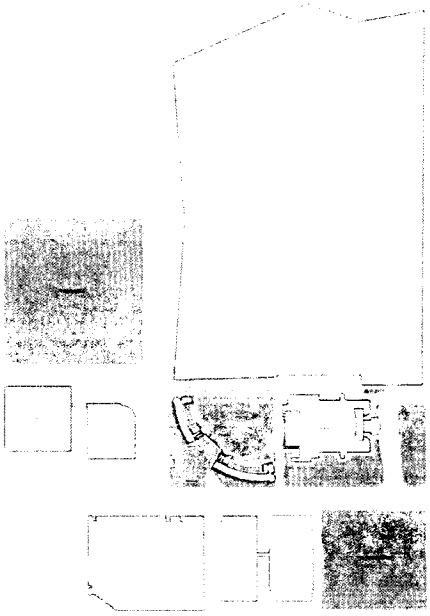
panoramas for the 800 guestrooms. The guestroom floors begin at the eighth level, uplifted to allow views over the MBCC, again maximizing guest [illegible] The height of the guestroom tower is [illegible]

THE ENERGY. Lifting the guestrooms up allows for an open and inviting colonnade at street level that welcomes people to stroll through or stop and linger. The arcade area is enhanced by the more public functions of the hotel follow the curve at street level. Here, one finds a grab-and-go market, sundry shop, the lively lobby lounge and a three-meal dining experience. Colorful banners stir excitement for ongoing events, such as Miami Beach's famed Art Basel, and dancing water features and pleasant white noise add to the sparkle.

The cylindrical porte cochere building, a glass-enclosed "drum," holds a spectacular circular junior ballroom featuring stunning views of area. Above that, the spa and fitness center raise the rooftop deck up to the seventh level where it is joined to the [illegible] terrace by a grand portal through the guestroom tower. The sunrise deck with its [illegible] pool will be a very special place for hotel guests. The southwest-facing terrace on the southwest side provides a varied guest experience with multiple pools, cabanas, bars and restaurants, green lawn space, a grand [illegible] building, a structure garden, [illegible] and a [illegible] to accommodate every mood.

THE SOUL. Throughout the [illegible] contributes to the uniqueness of the experience. Even the night lighting for the [illegible] is handled in an elegant and artful way. The unifying abstract pattern of the sunscreens surrounding the porte cochere and rising up through the center of the guestroom tower is also found in the pavers through the arcade and atop the terrace and deck. The pattern even carries through in the landscaping, [illegible] and [illegible]. A structure garden on the terrace, paintings and [illegible] the [illegible] all these elements establish this as a hotel unlike any other.

With its unique location, the site presents a tremendous opportunity for the Miami Beach Convention Center Hotel to have significant impact on the visual identity for the entire MBCC redevelopment area. Inspired by its setting, the new Miami Beach Convention Center draws inspiration from the rhythm of ocean waves. The form is a gentle [illegible] of a cresting wave left behind on the sands, and the [illegible] the roofing guest [illegible] the facade of the hotel. The [illegible] design [illegible] Miami Beach.



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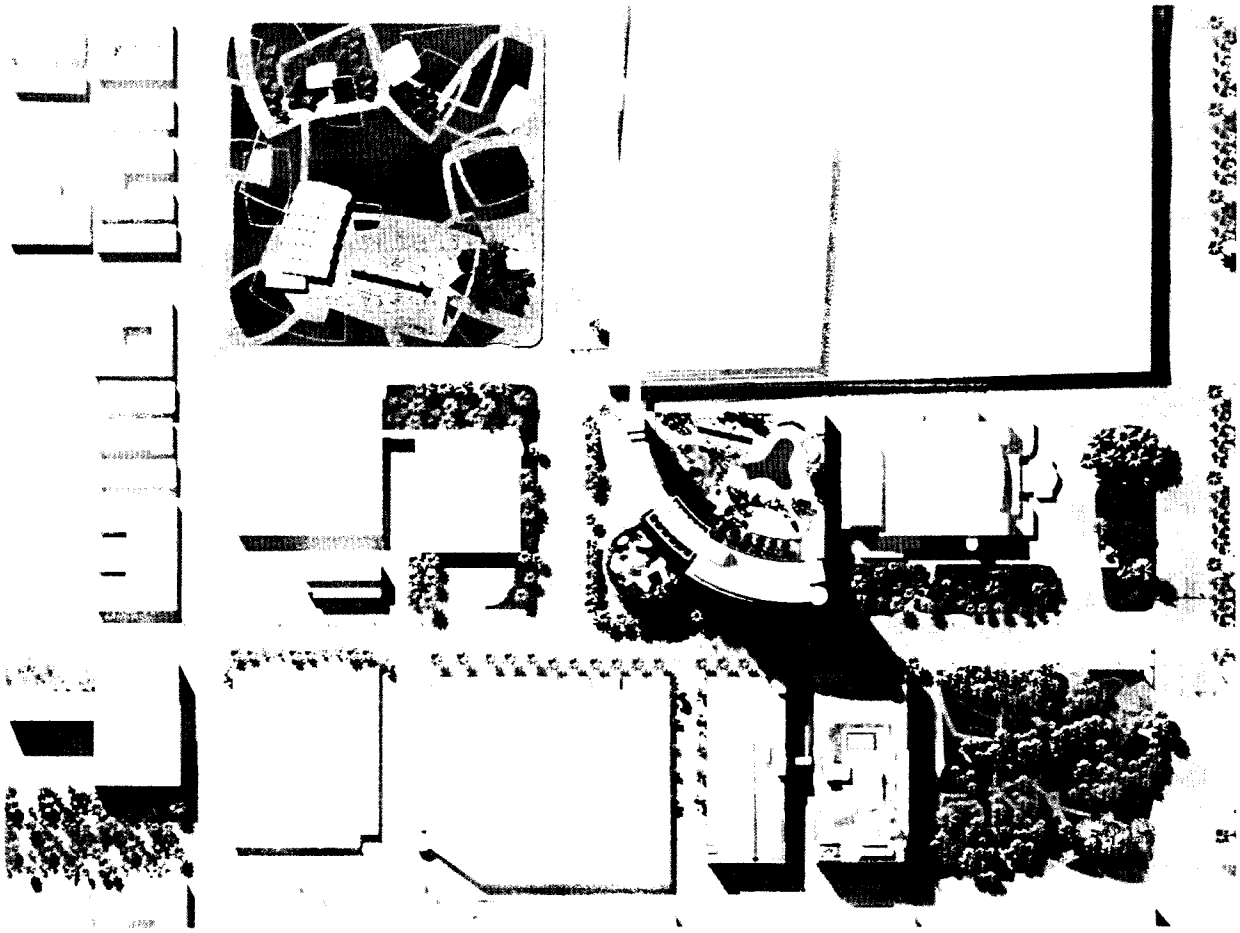
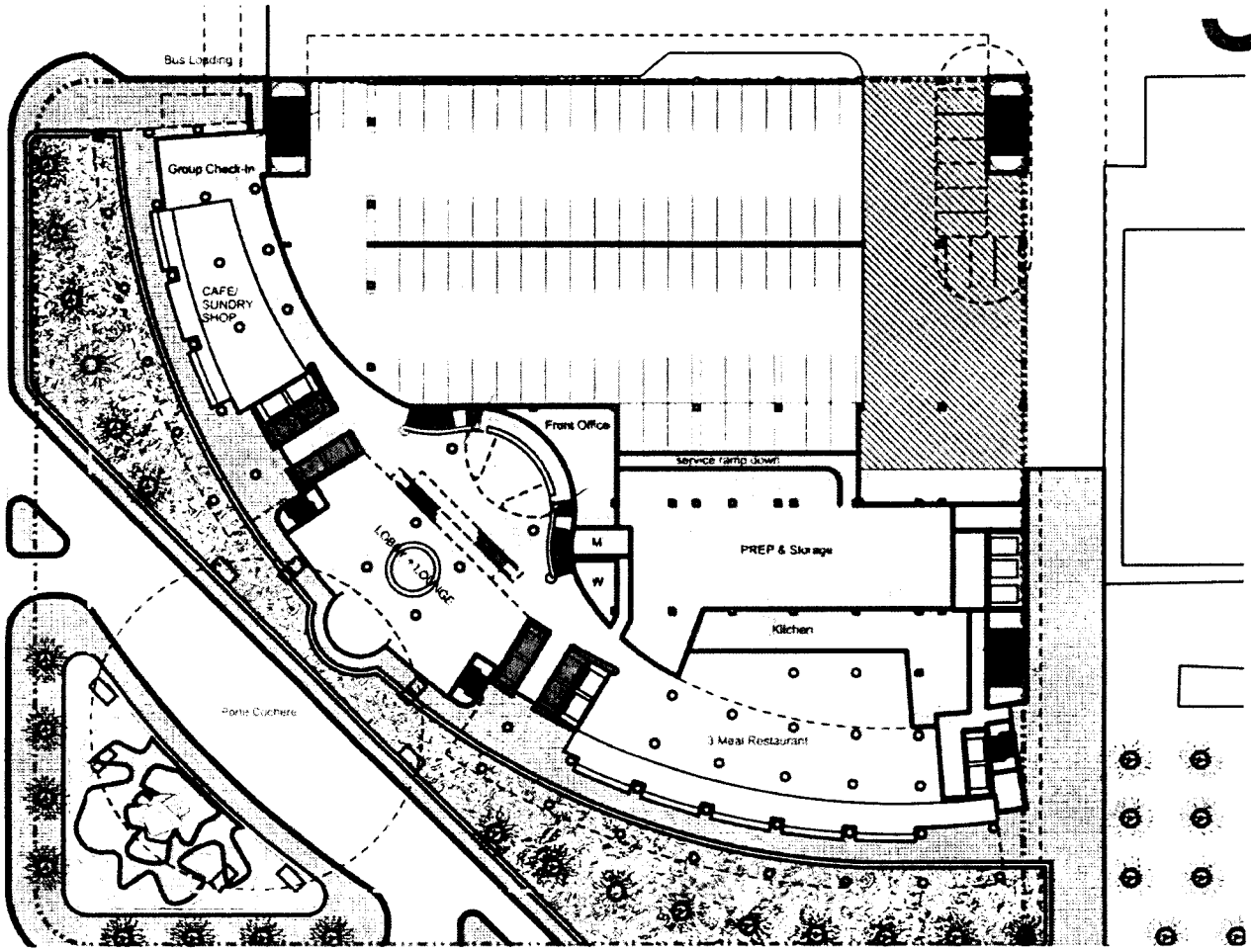


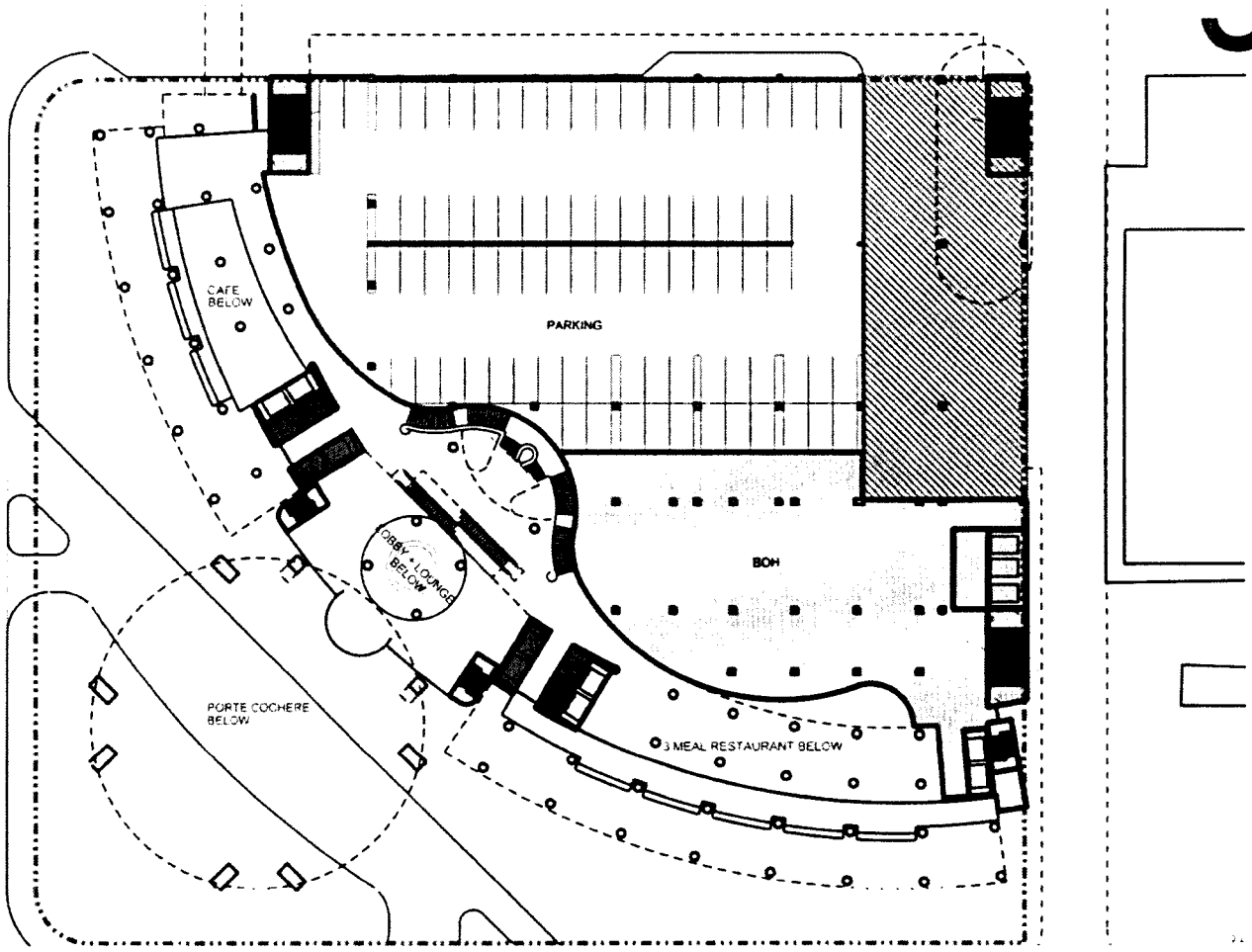
Site Plan

5


Bus Loading
Group Check-In
CAFE/
SUNDRY
SHOP
Front Office
Service ramp down
M
W
PREP & Storage
Kitchen
3 Meal Restaurant
Porte Cochere

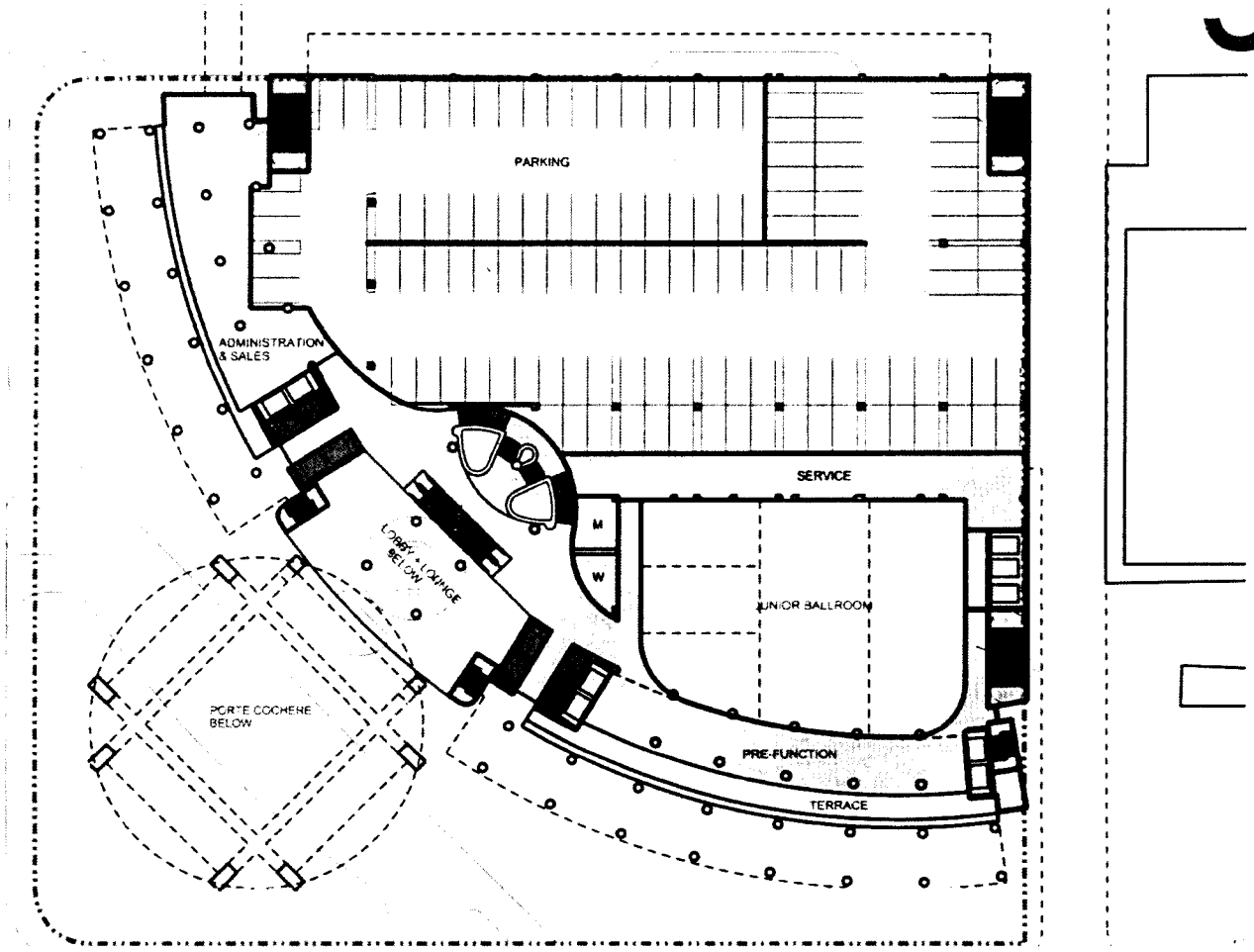
Level 1

5


CAFE
BELOW
PARKING
LOBBY + LOUNGE
BELOW
BOH
PORTE COCHERE
BELOW
3 MEAL RESTAURANT BELOW

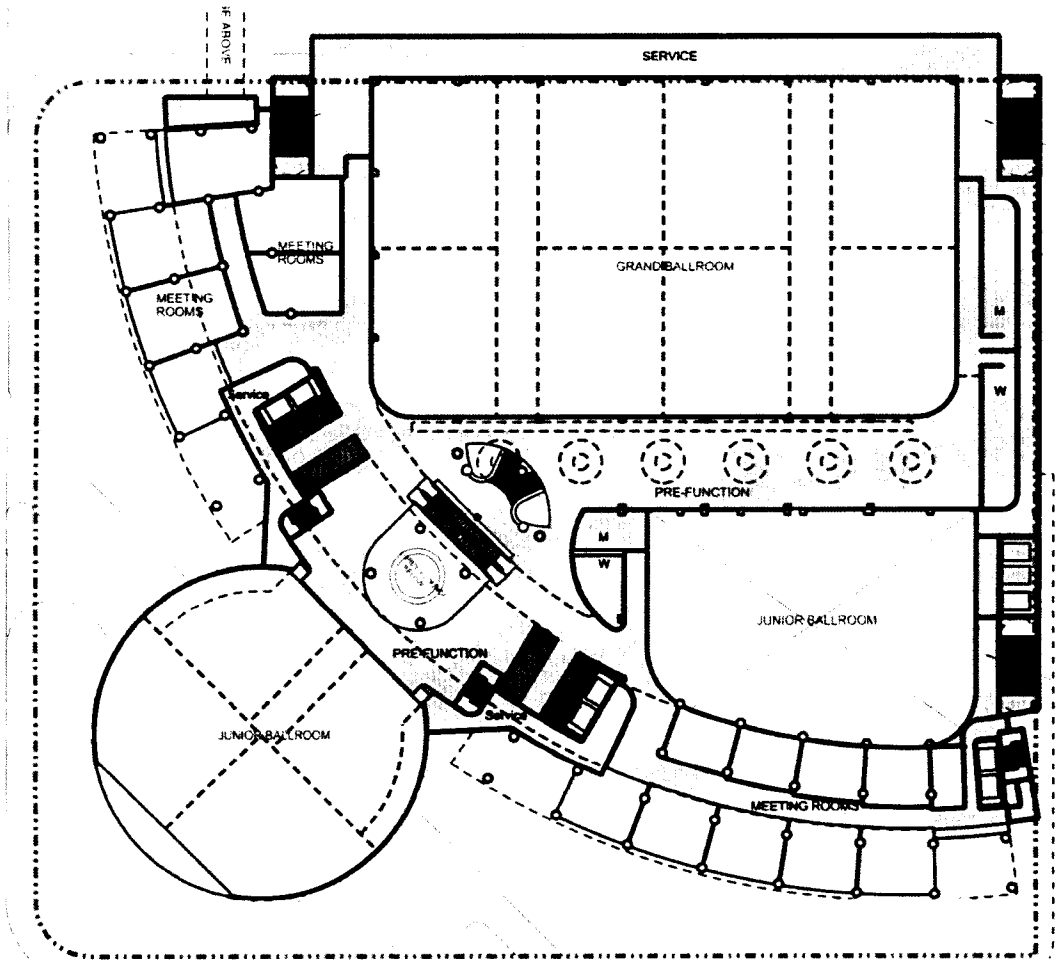
Level 2

5


PARKING
ADMINISTRATION & SALES
SERVICE
M
W
LOBBY & LOUNGE BELOW
JUNIOR BALLROOM
PORTE COCHERE BELOW
PRE-FUNCTION
TERRACE

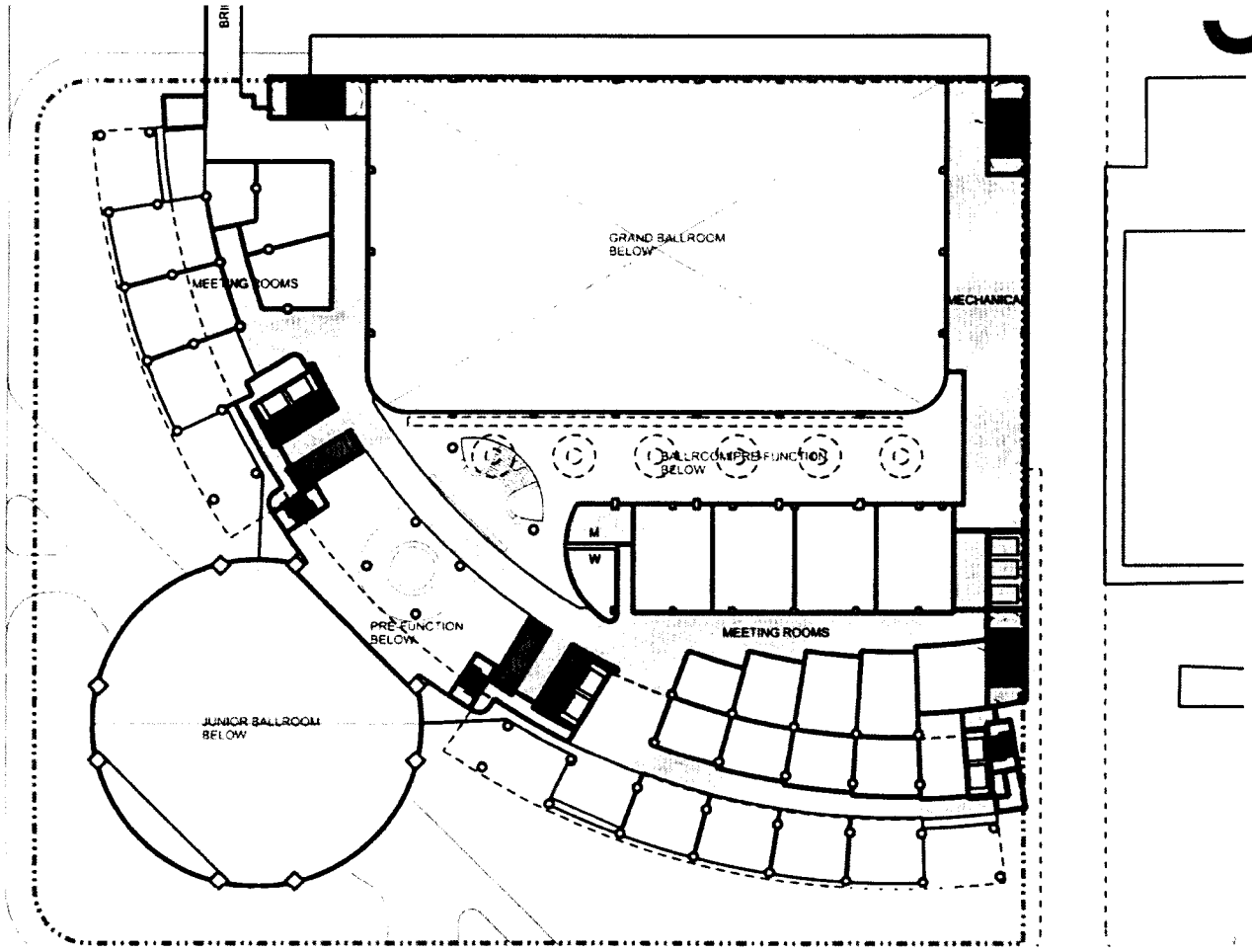
Level 3

5


SERVICE
MEETING ROOMS
MEETING ROOMS
GRAND BALLROOM
M
W
Service
PRE-FUNCTION
M
W
JUNIOR BALLROOM
PRE-FUNCTION
Service
JUNIOR BALLROOM
MEETING ROOMS

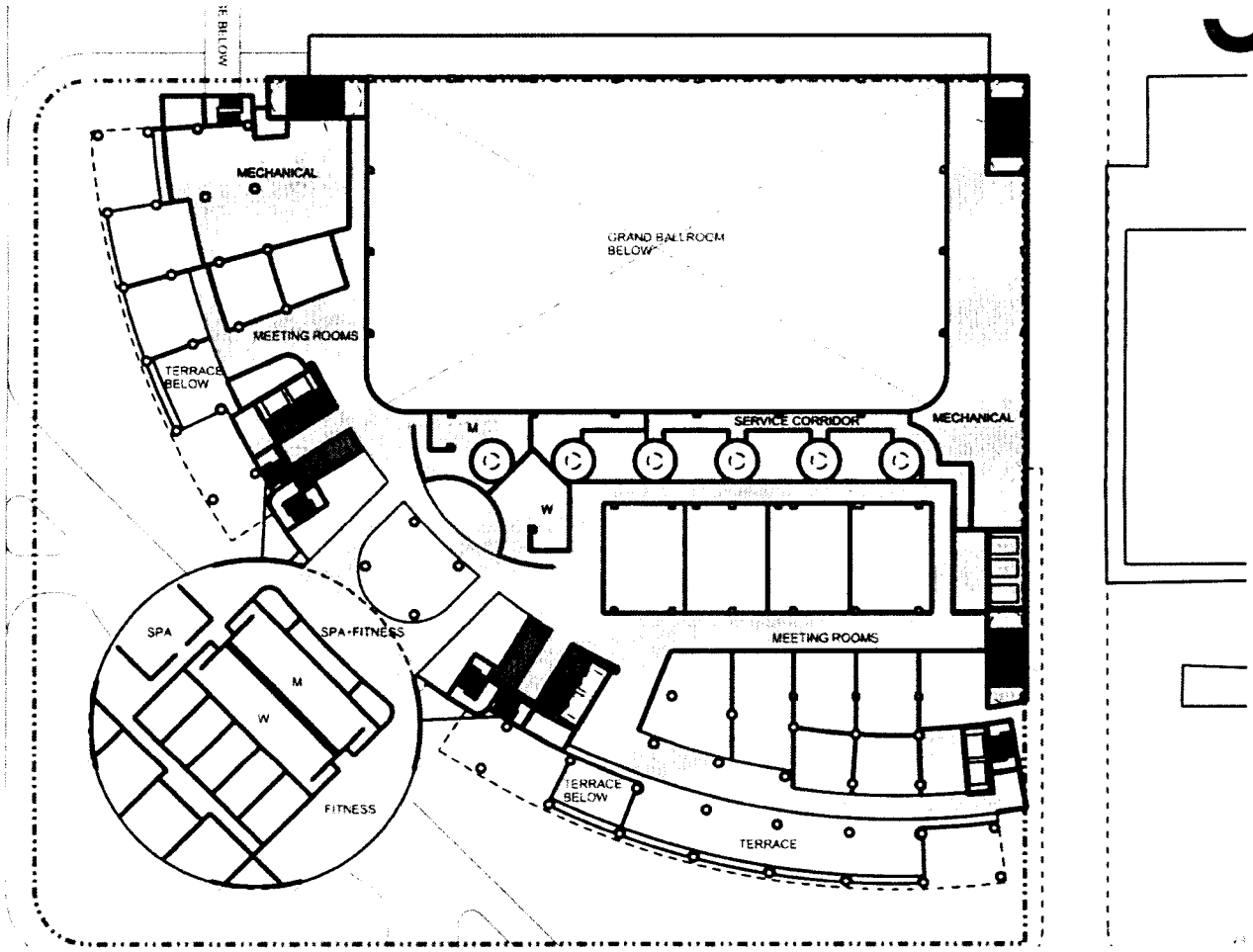
Level 4

5


GRAND BALLROOM
BELOW
MEETING ROOMS
BALLROOM PRE-FUNCTION
BELOW
M
W
PRE-FUNCTION
BELOW
MEETING ROOMS
JUNIOR BALLROOM
BELOW

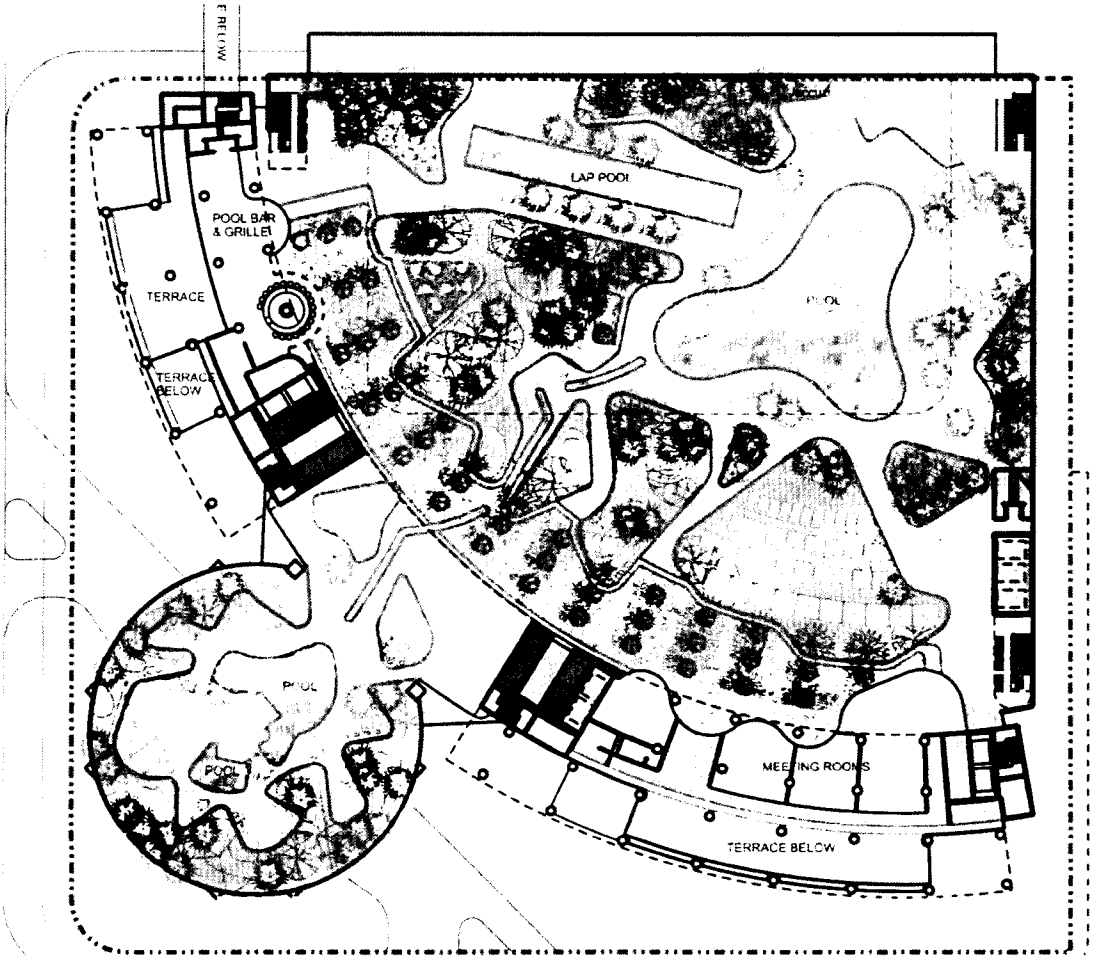
Level 5

5

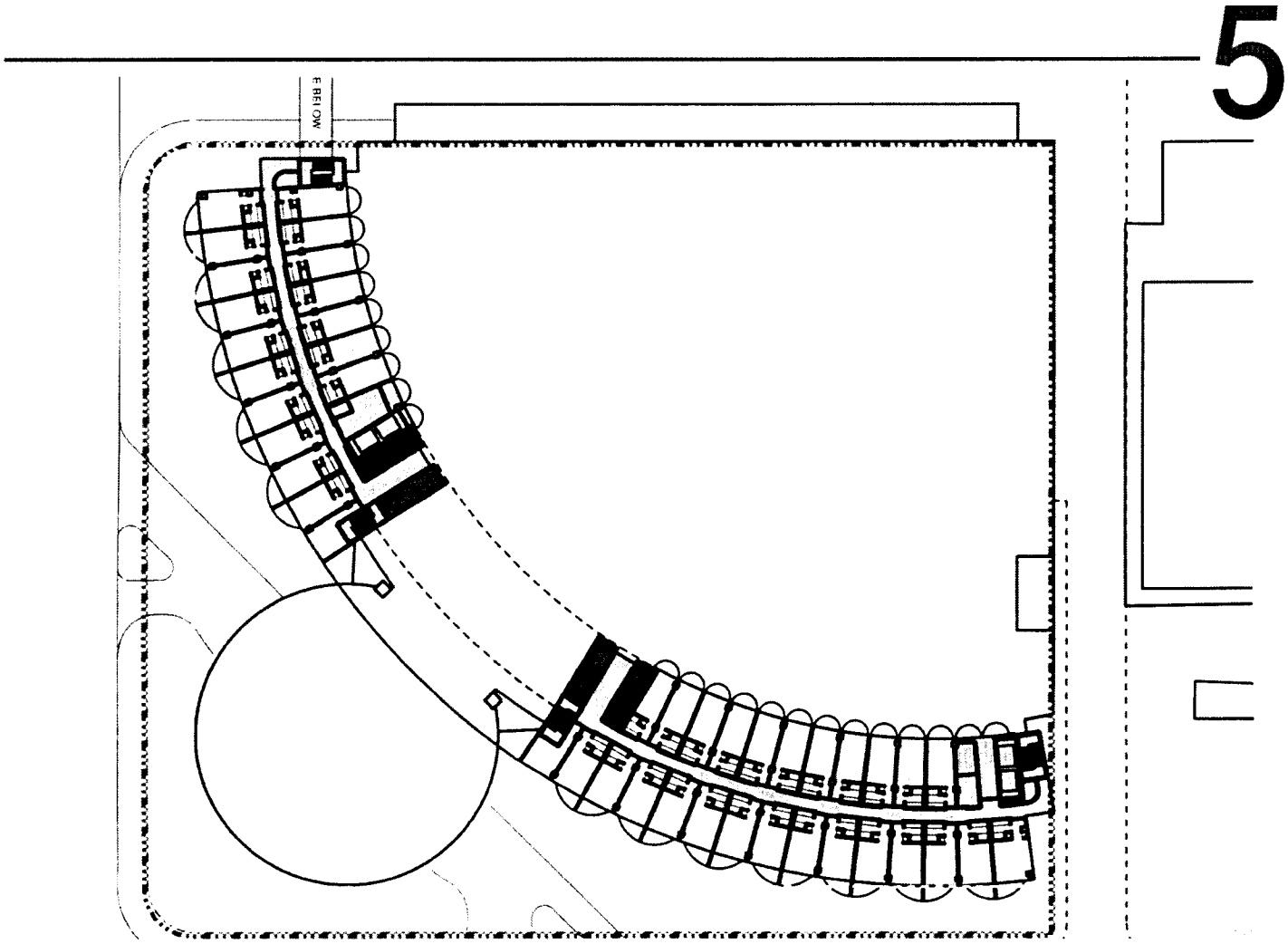

MECHANICAL
GRAND BALLROOM
BELOW
MEETING ROOMS
TERRACE
BELOW
SERVICE CORRIDOR
MECHANICAL
M
W
SPA
SPA-FITNESS
M
W
FITNESS
MEETING ROOMS
TERRACE
BELOW
TERRACE

Level 6

5

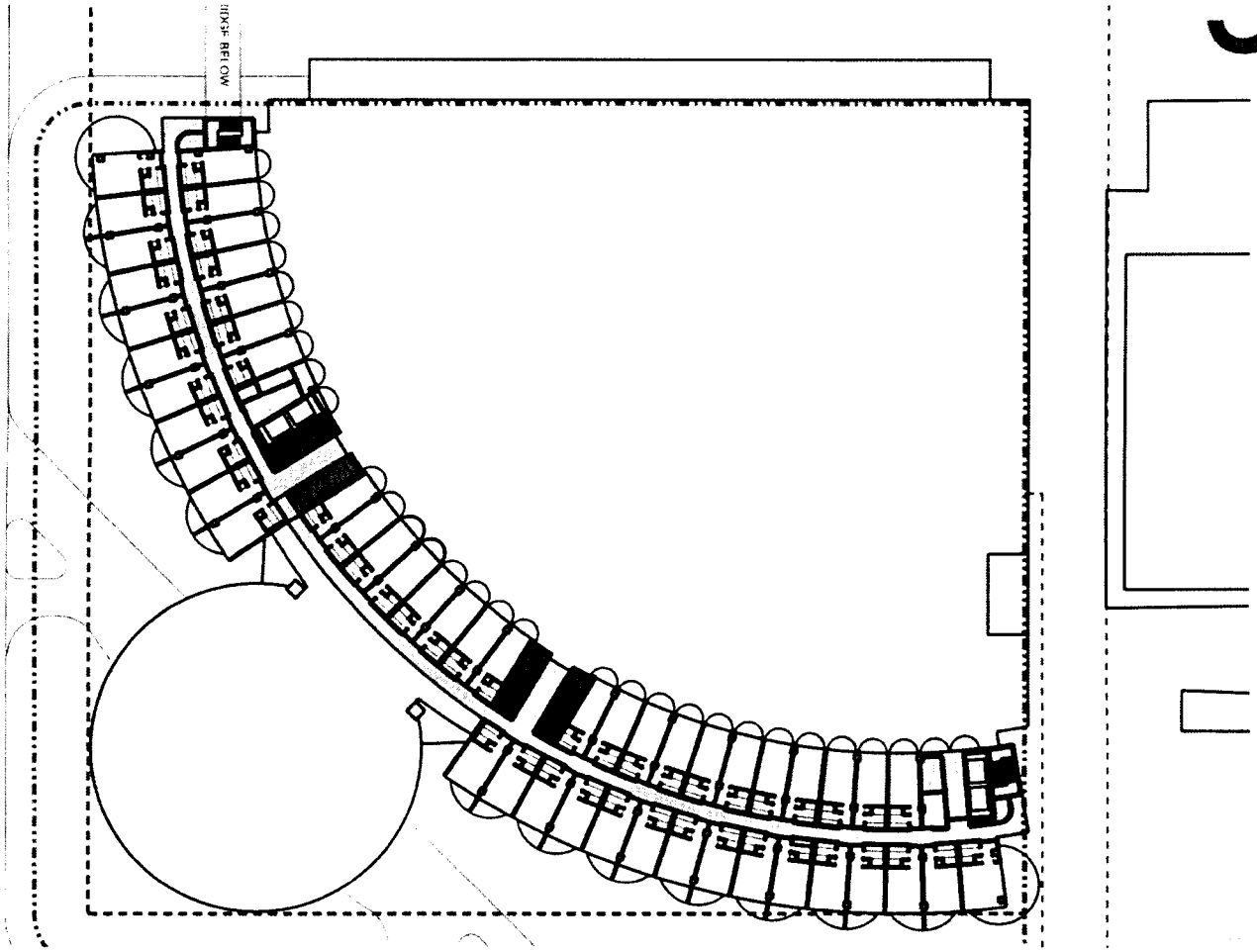

LAP POOL
POOL BAR & GRILLE
TERRACE
TERRACE BELOW
POOL
POOL
MEETING ROOMS
TERRACE BELOW

Level 7



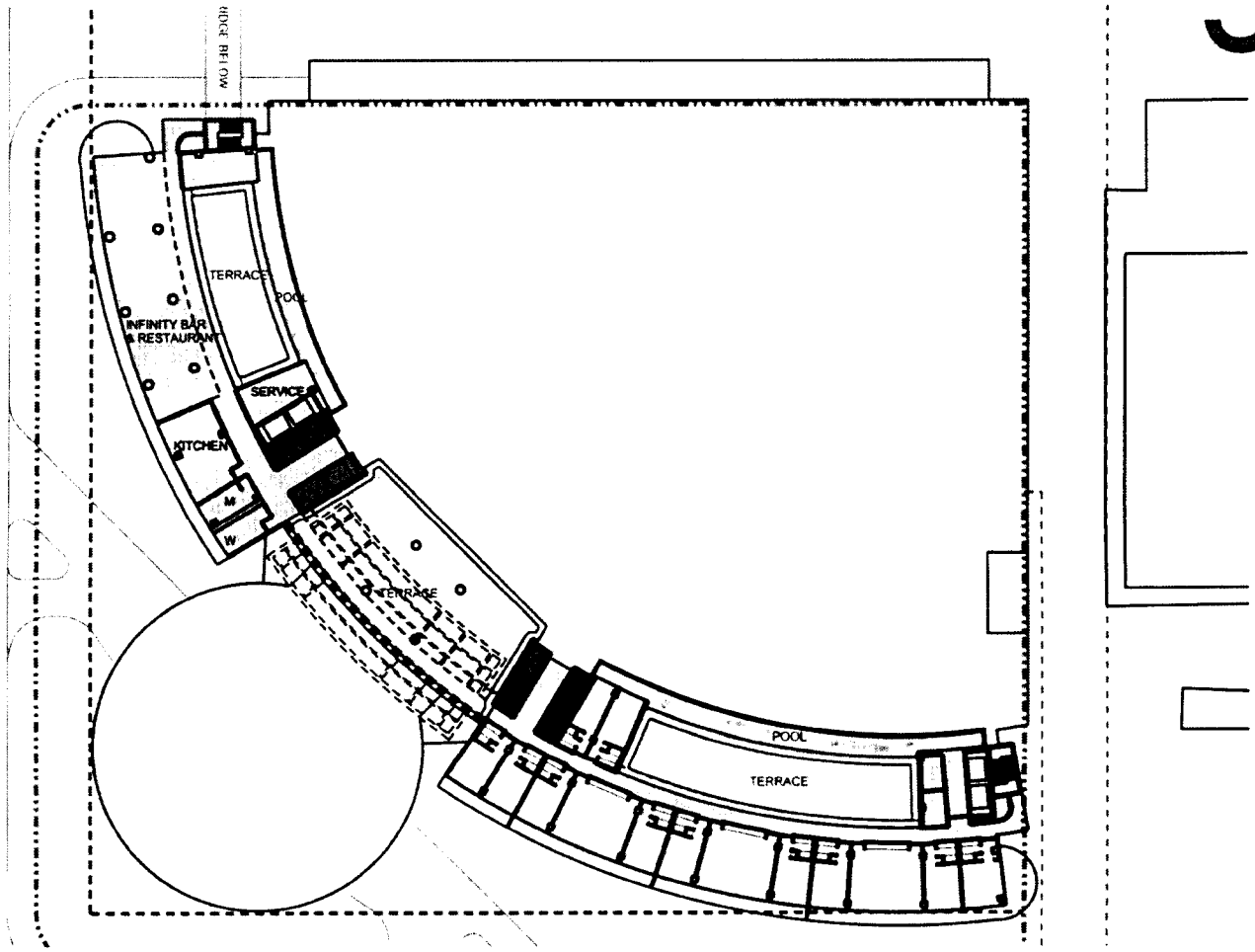
Level 8-10

5



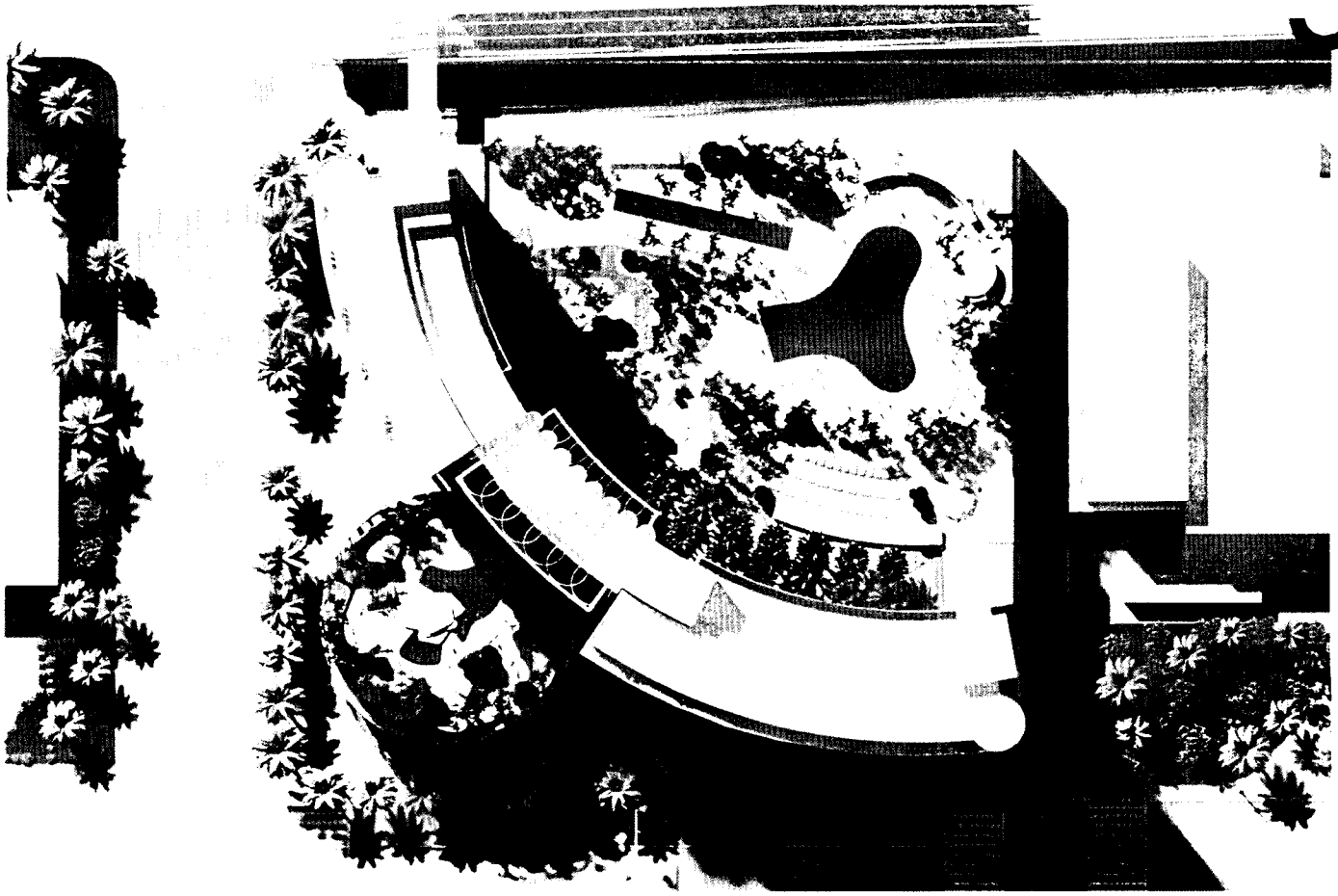
Level 11-24

5


TERRACE
POOL
INFINITY BAR
& RESTAURANT
SERVICE
KITCHEN
M
W
TERRACE
POOL
TERRACE

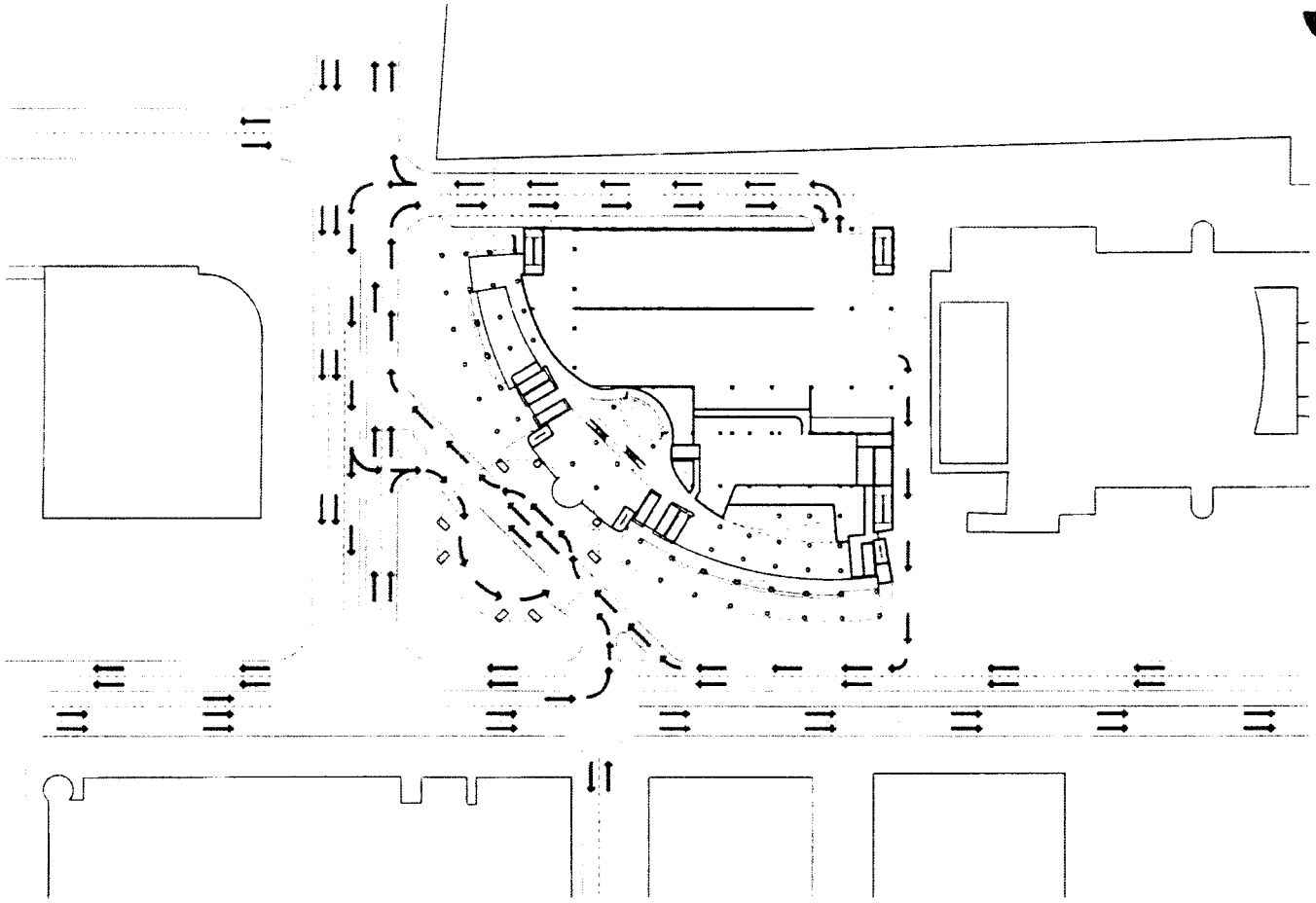
Level 25

5



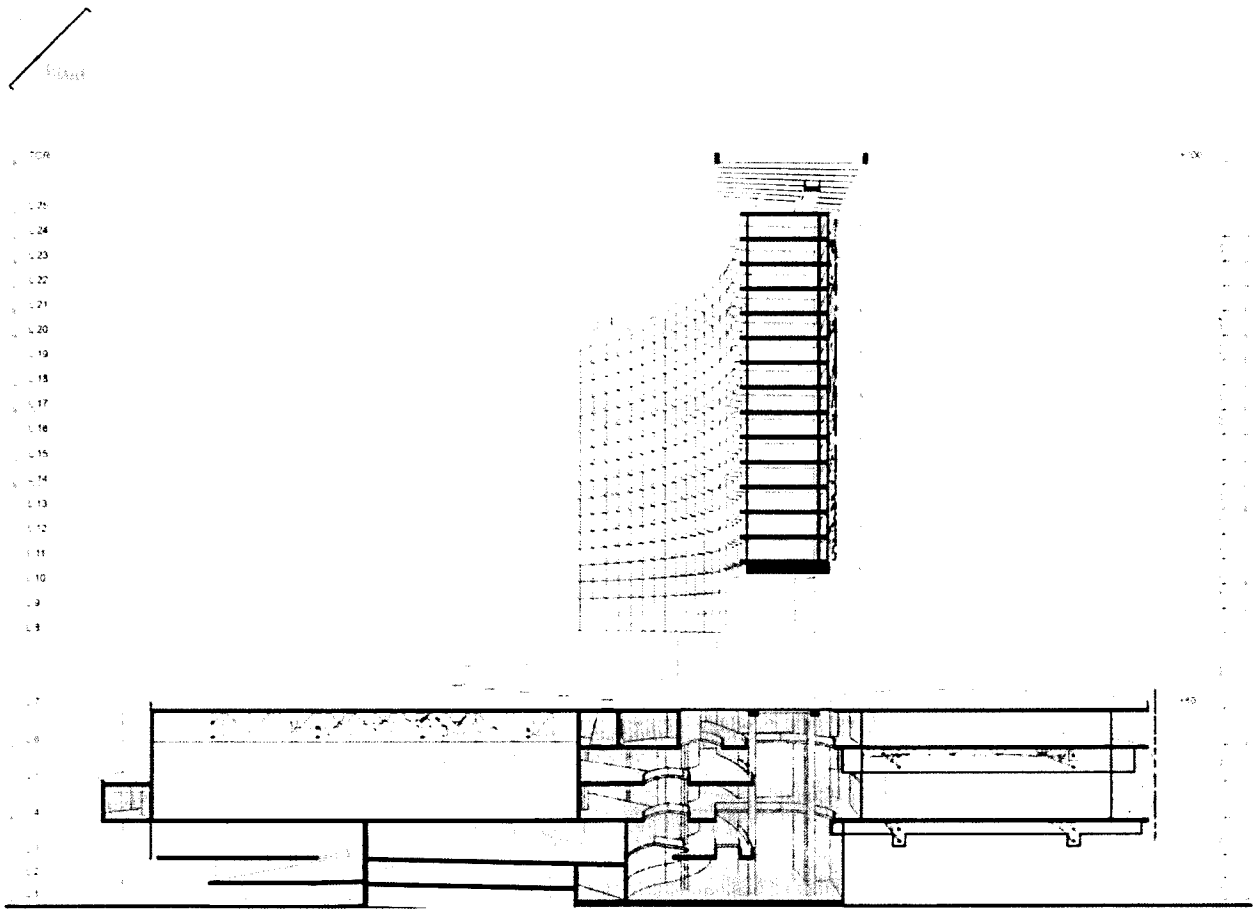
Rooftop Level

5



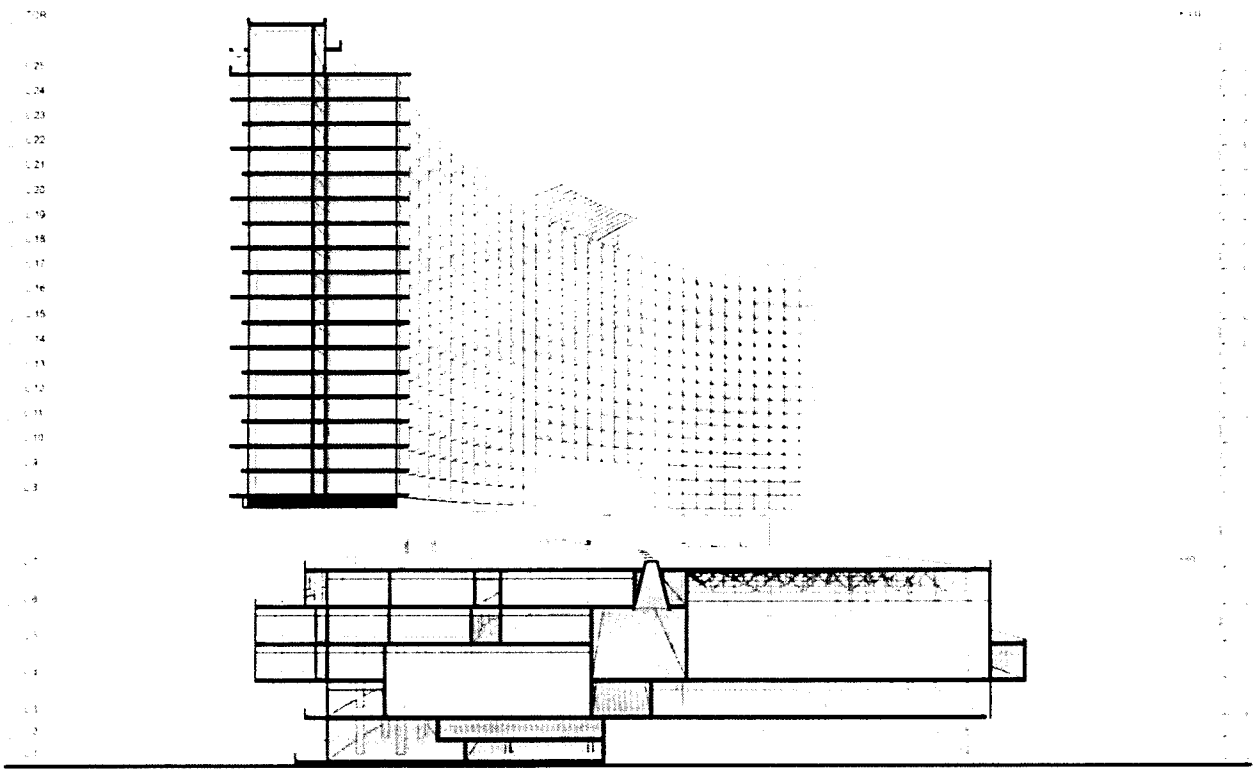
Vehicular Circulation

5



Section Looking South

5



Section Looking West

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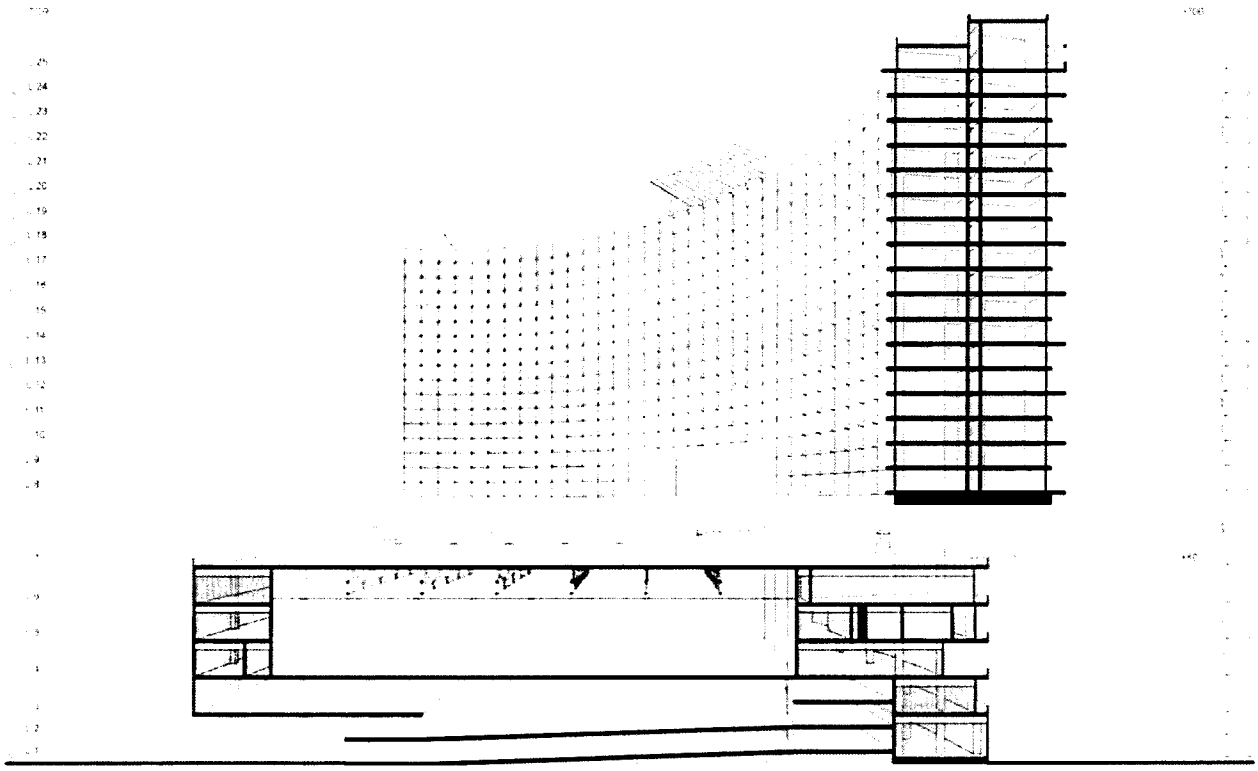

Section Looking South

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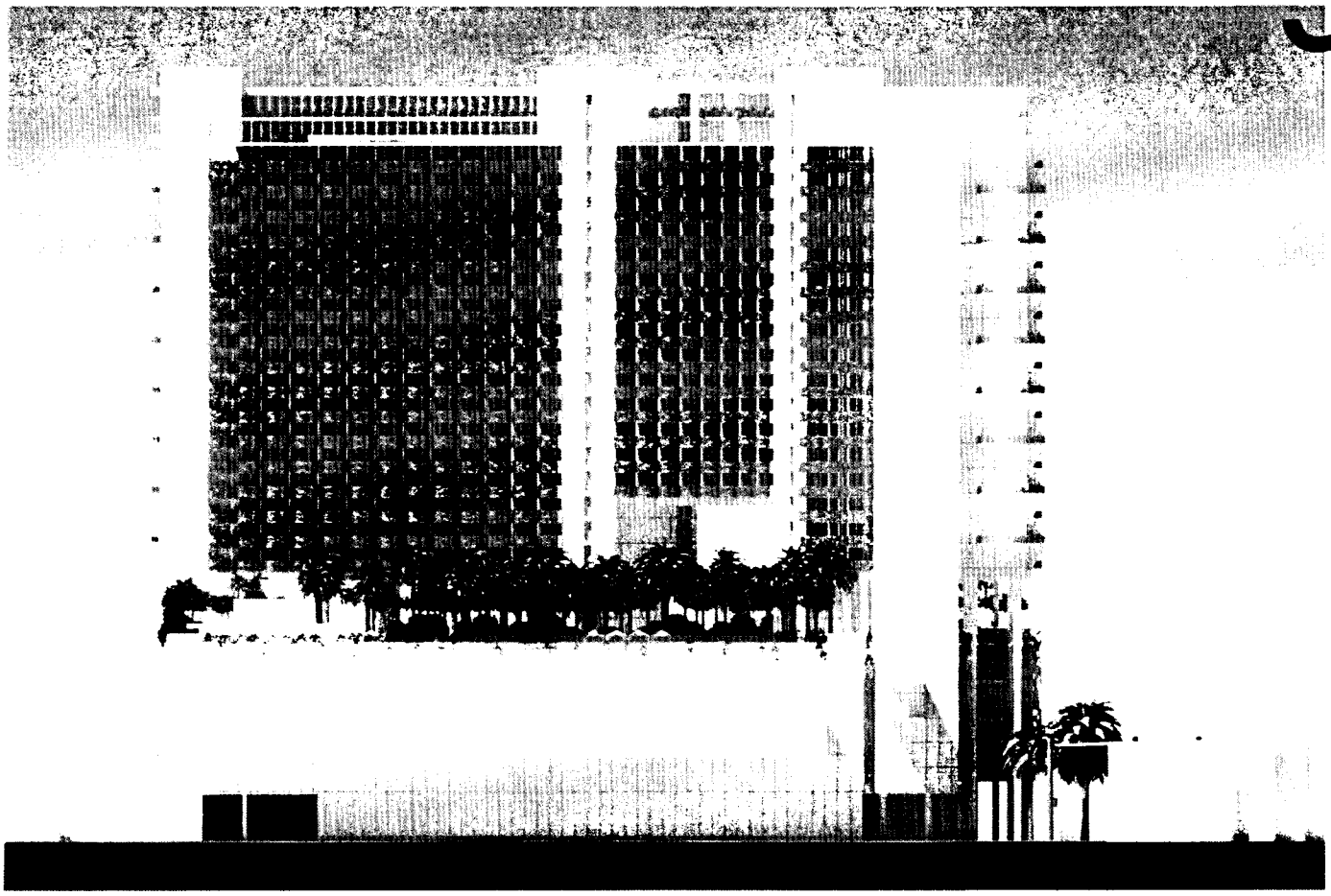
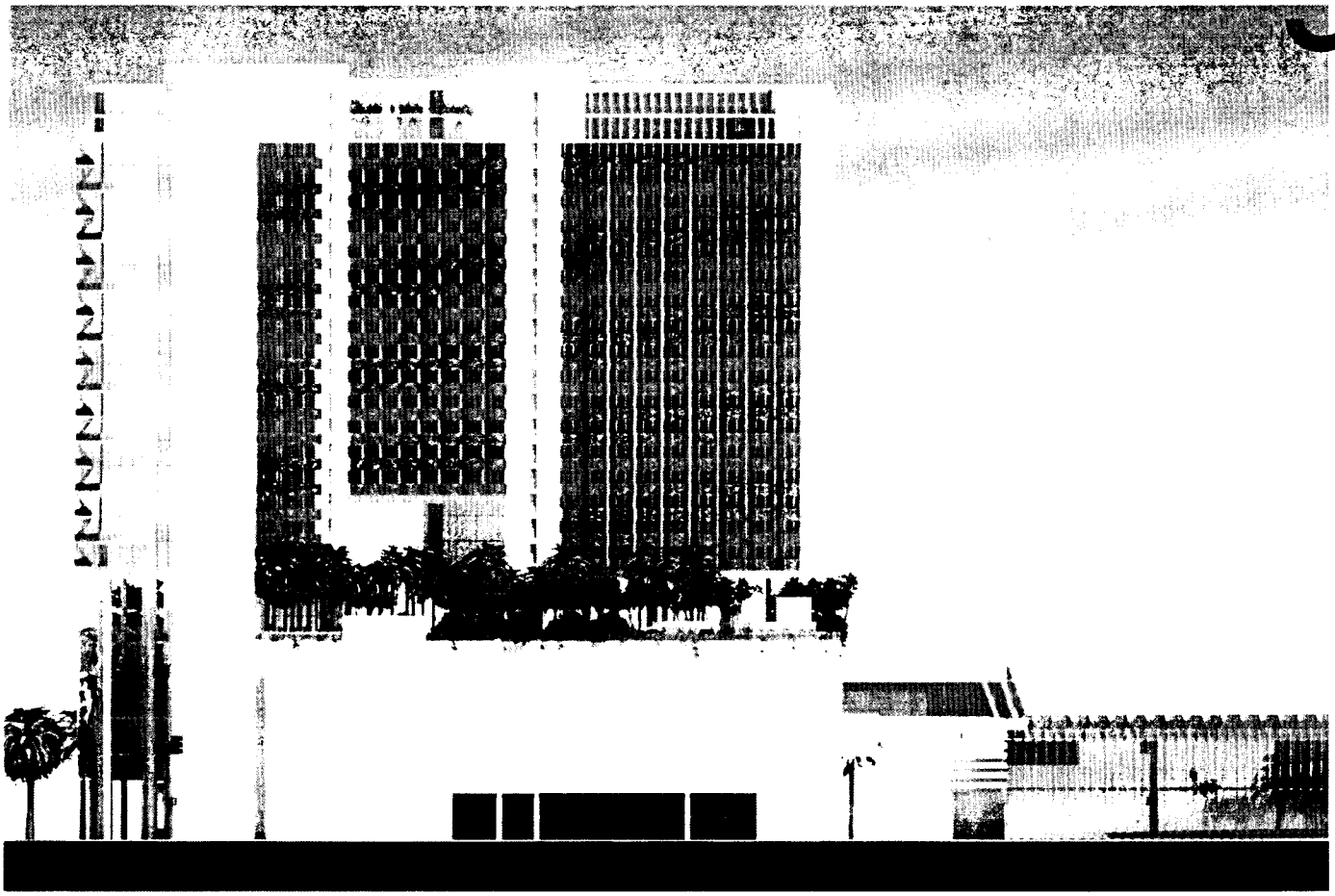


Elevation Facing North

5



Elevation Facing East

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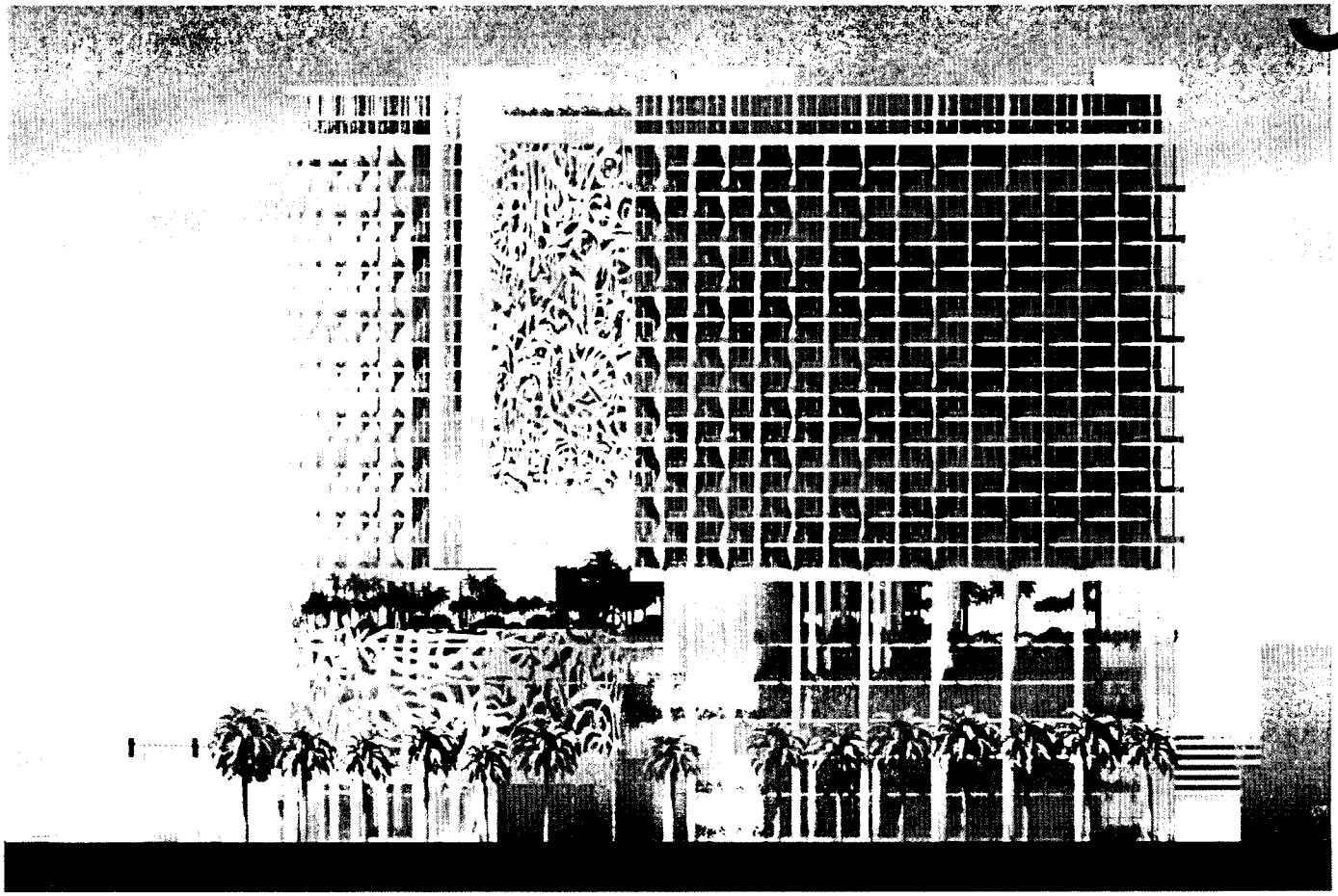

Elevation Facing South

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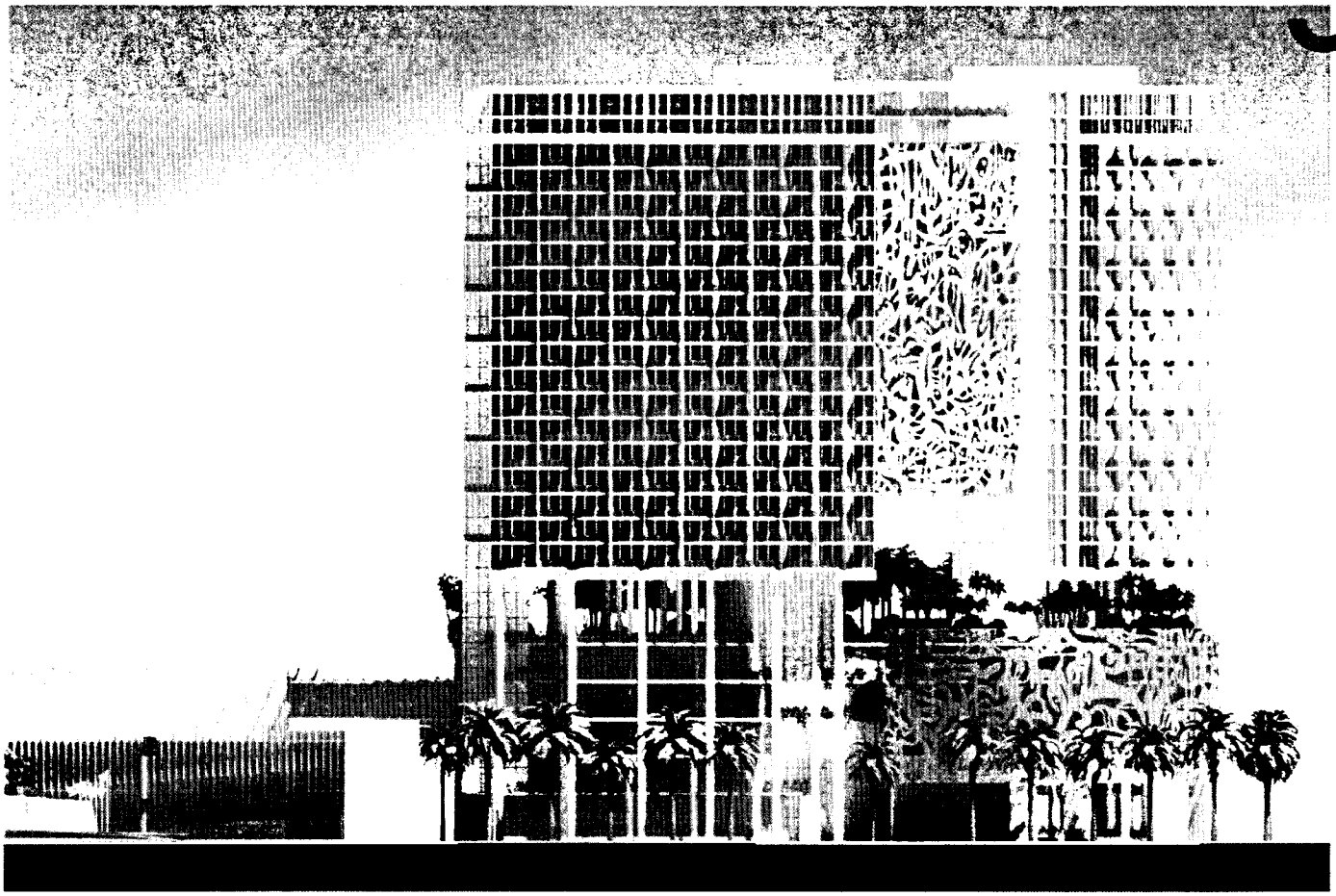

Elevation Facing West

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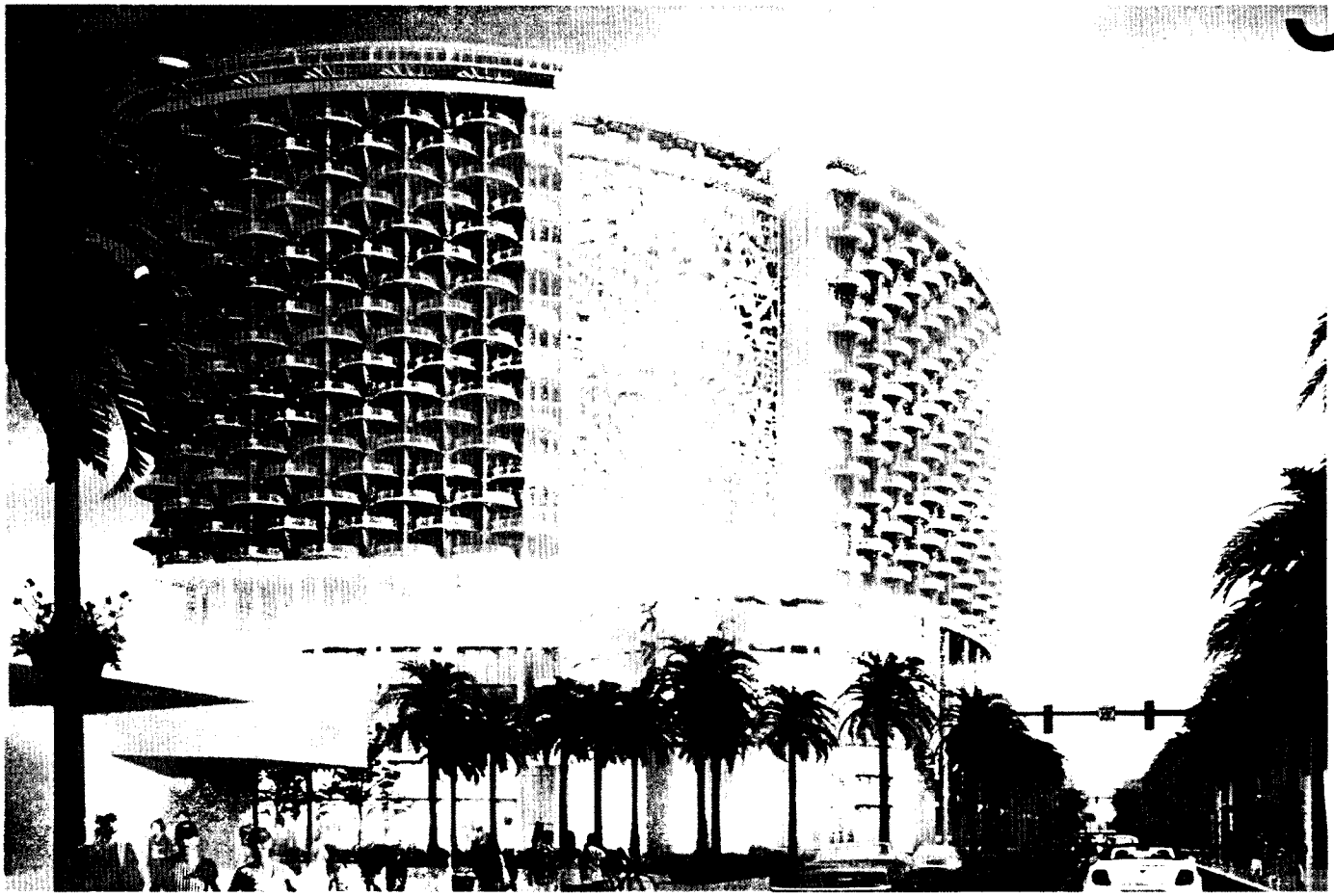
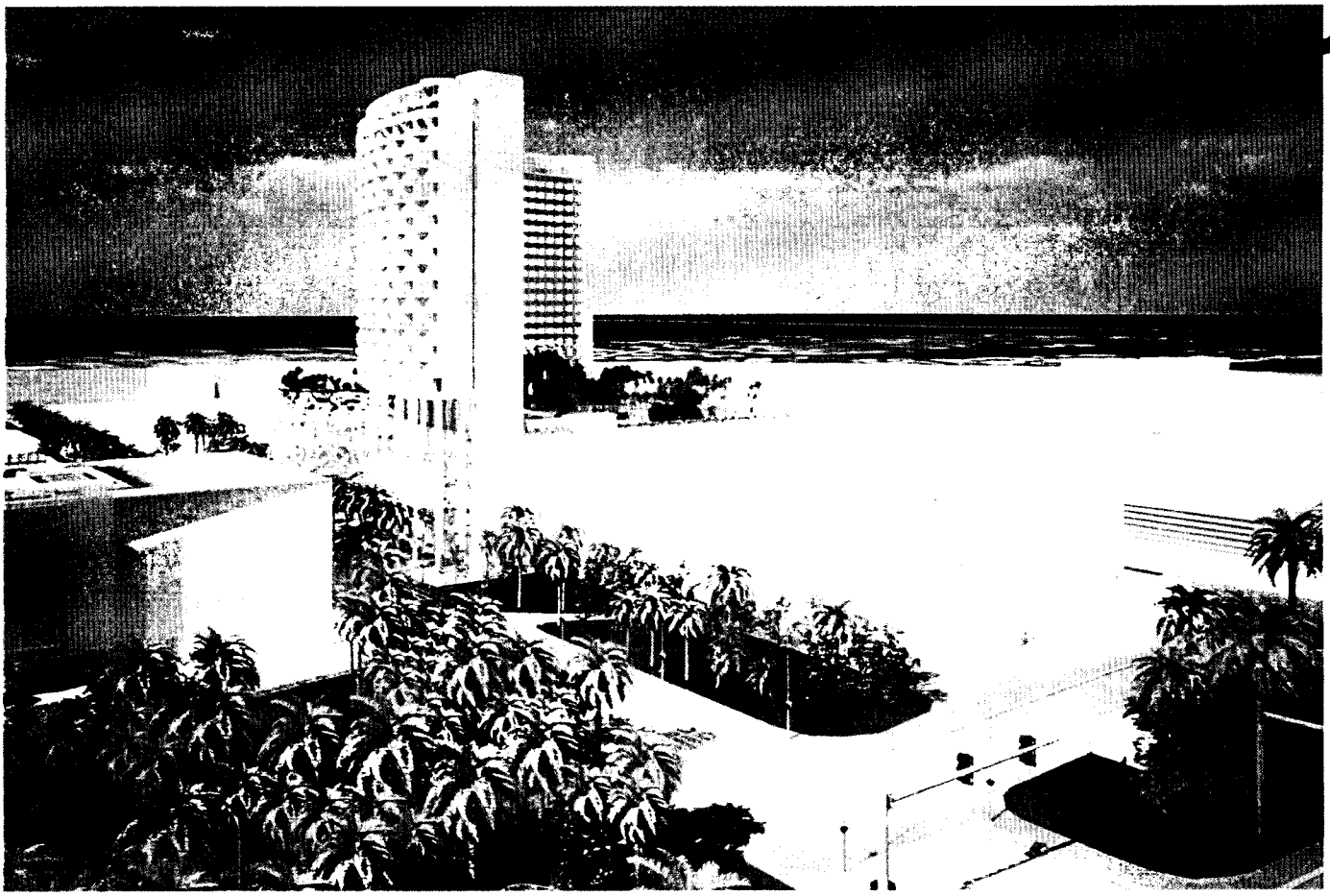


Street Level View from 17th Street Looking East

5

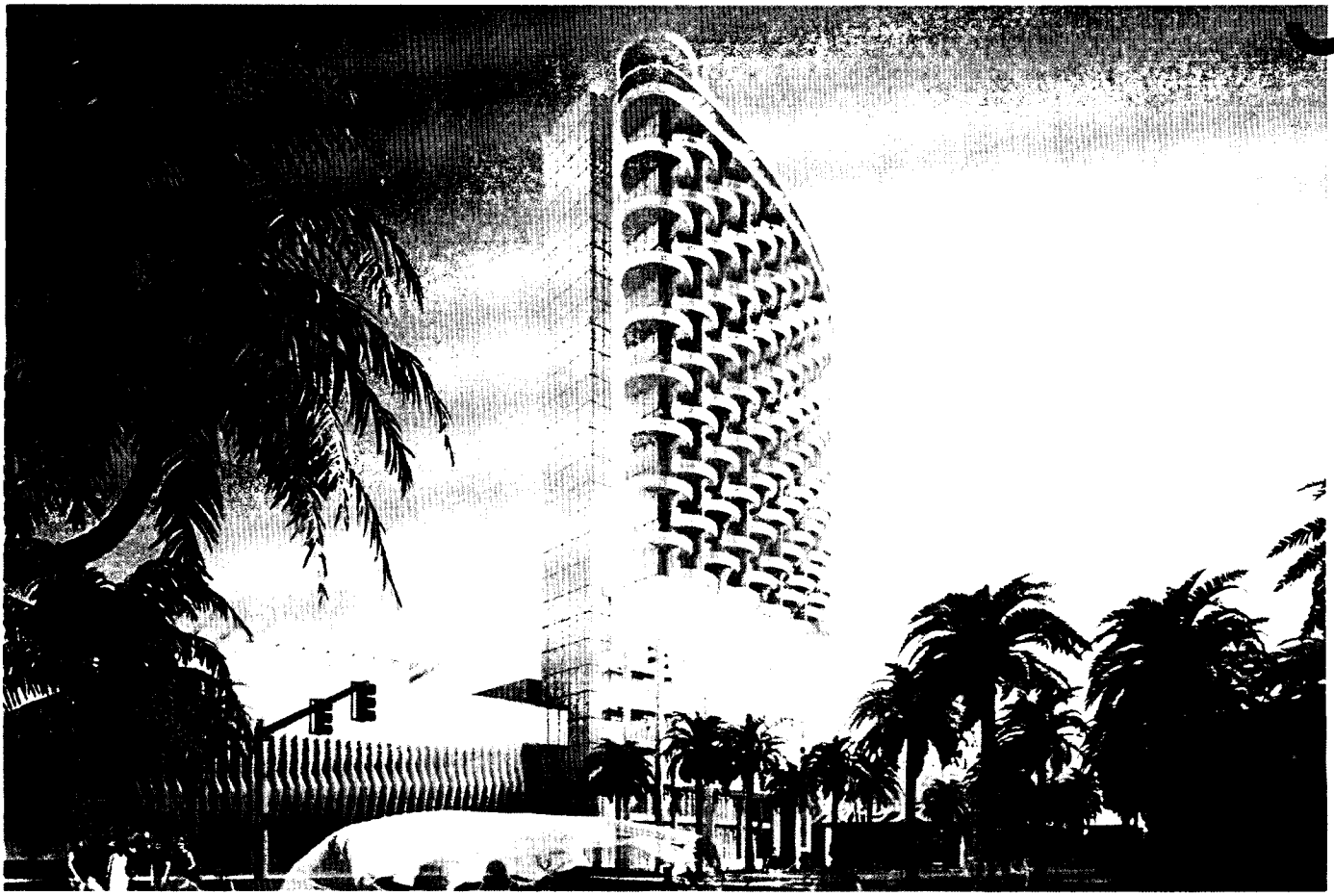
Bird's Eye View over corner of 17th Street & Convention Center Drive

5



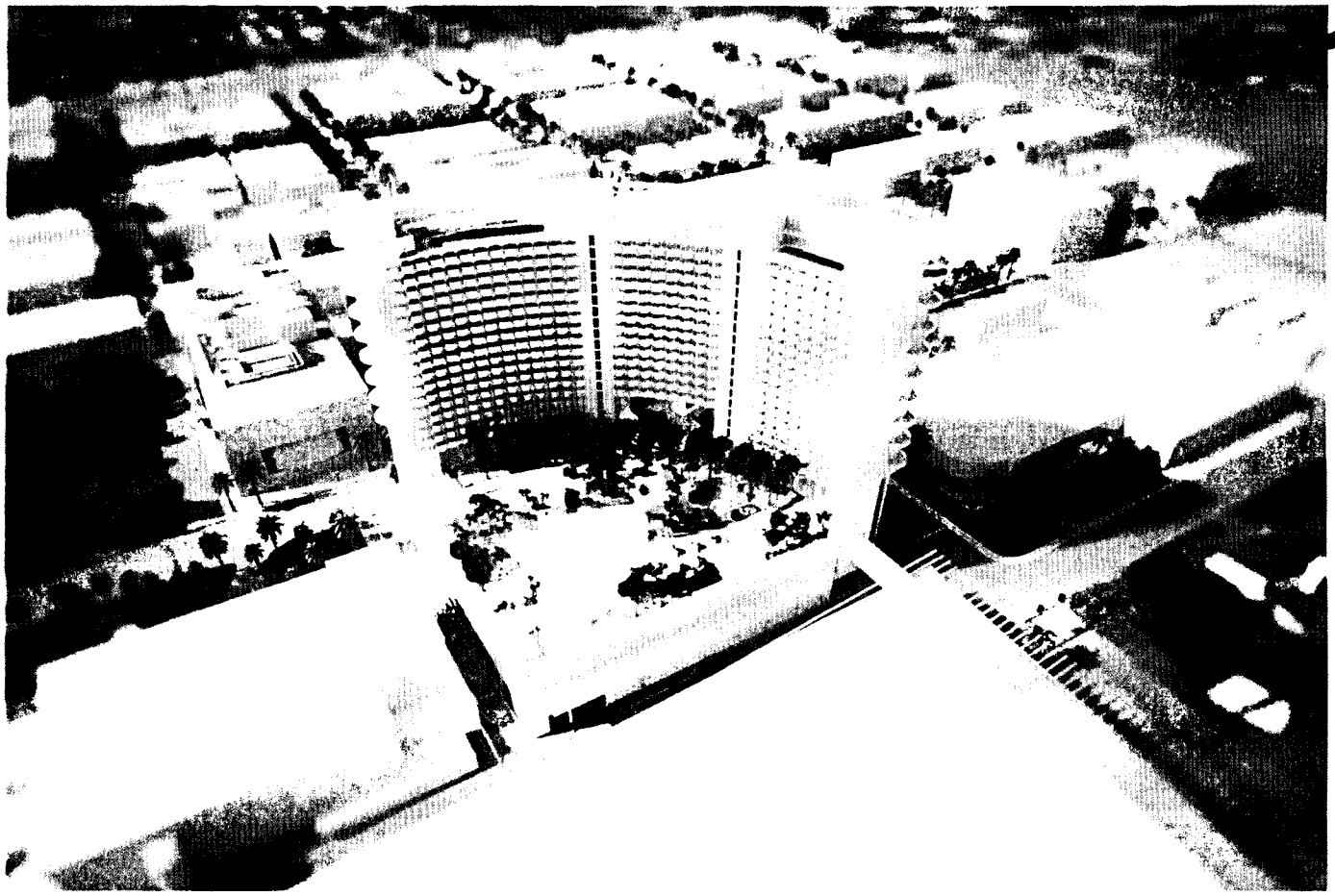
View Looking Southeast from new MBCC Park

5



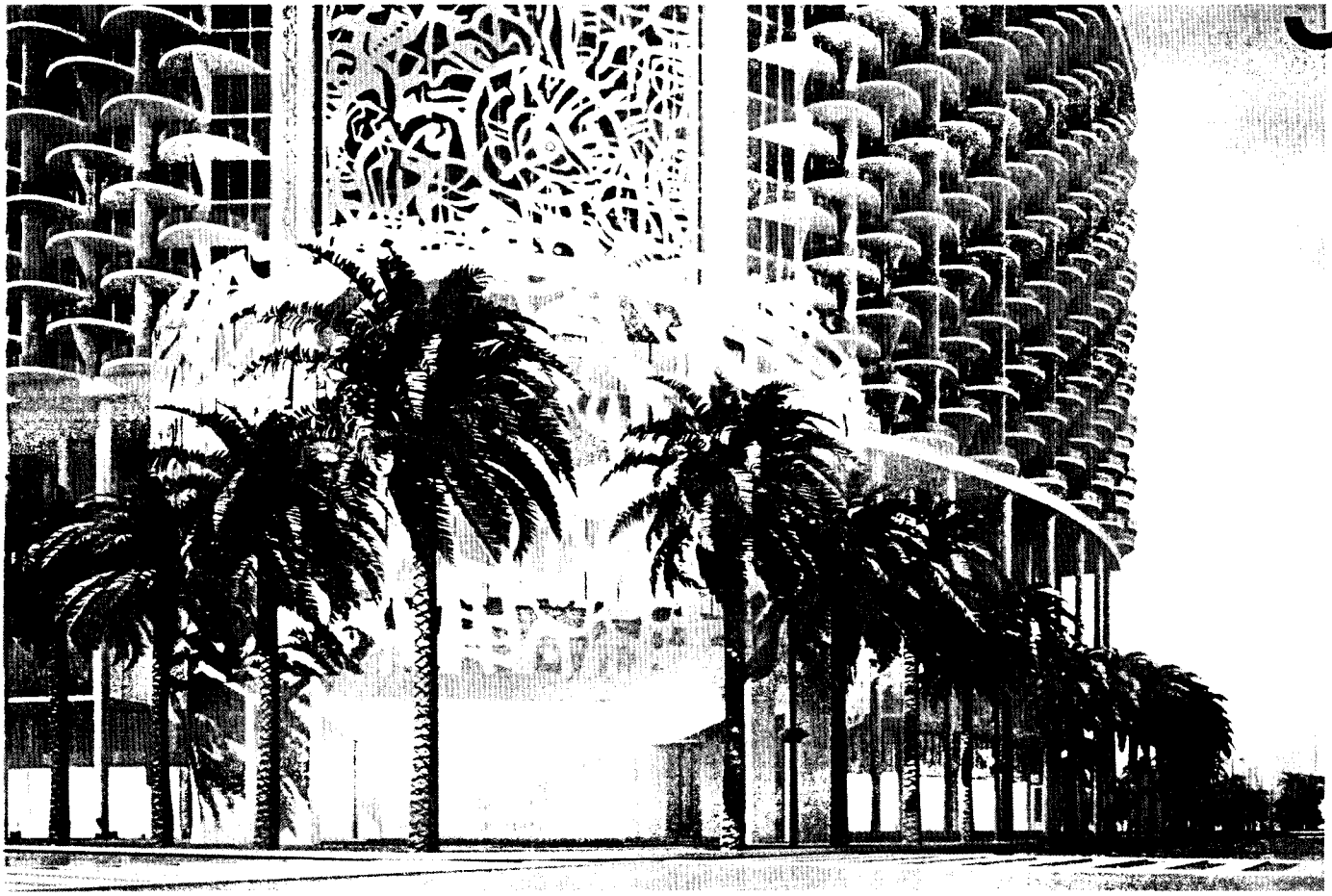
Bird's Eye View Above MBCC Looking Southwest

5



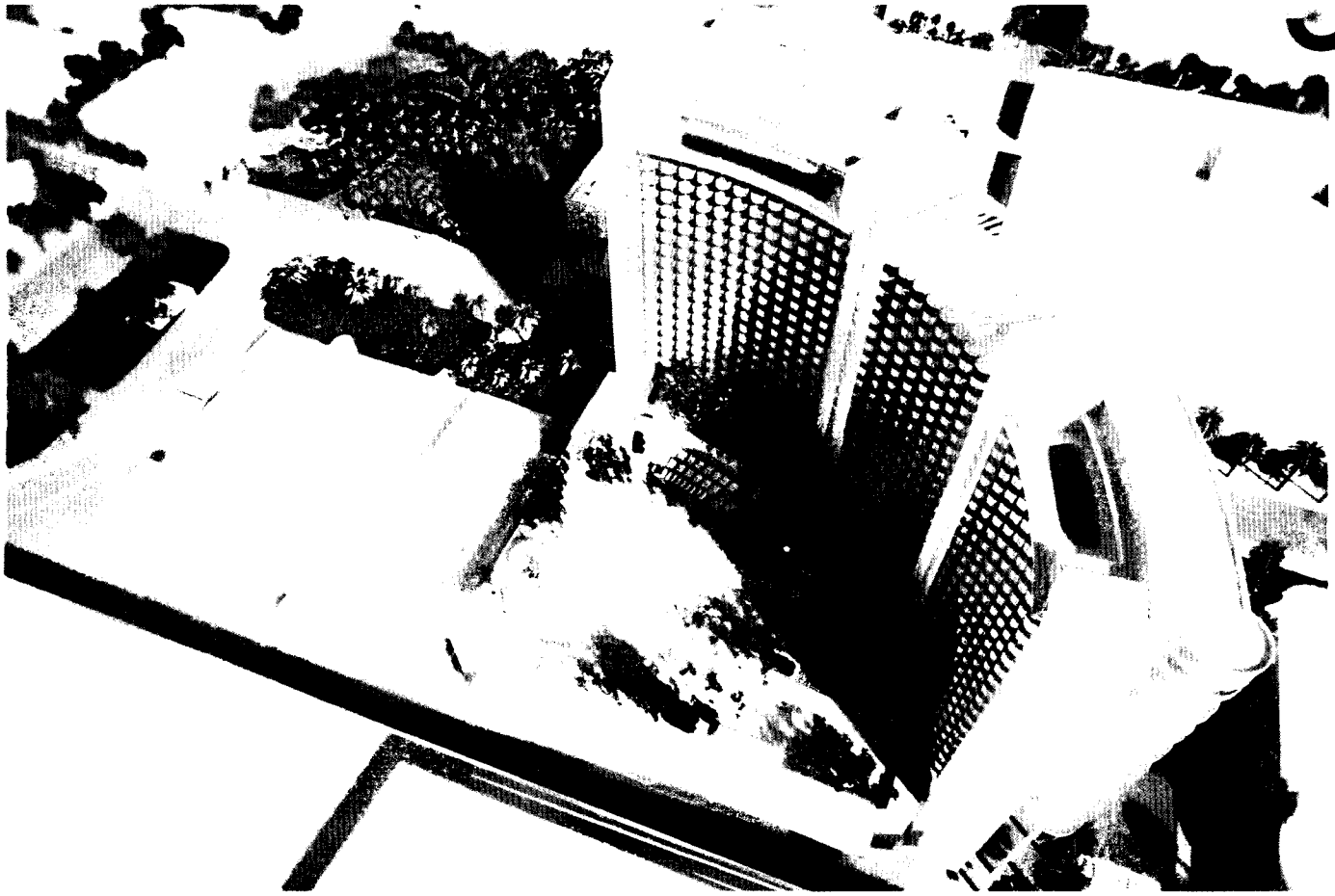
View Looking Northwest over SoundScape Park

5



Entrance at Corner of 17th Street & Convention Center Drive

5

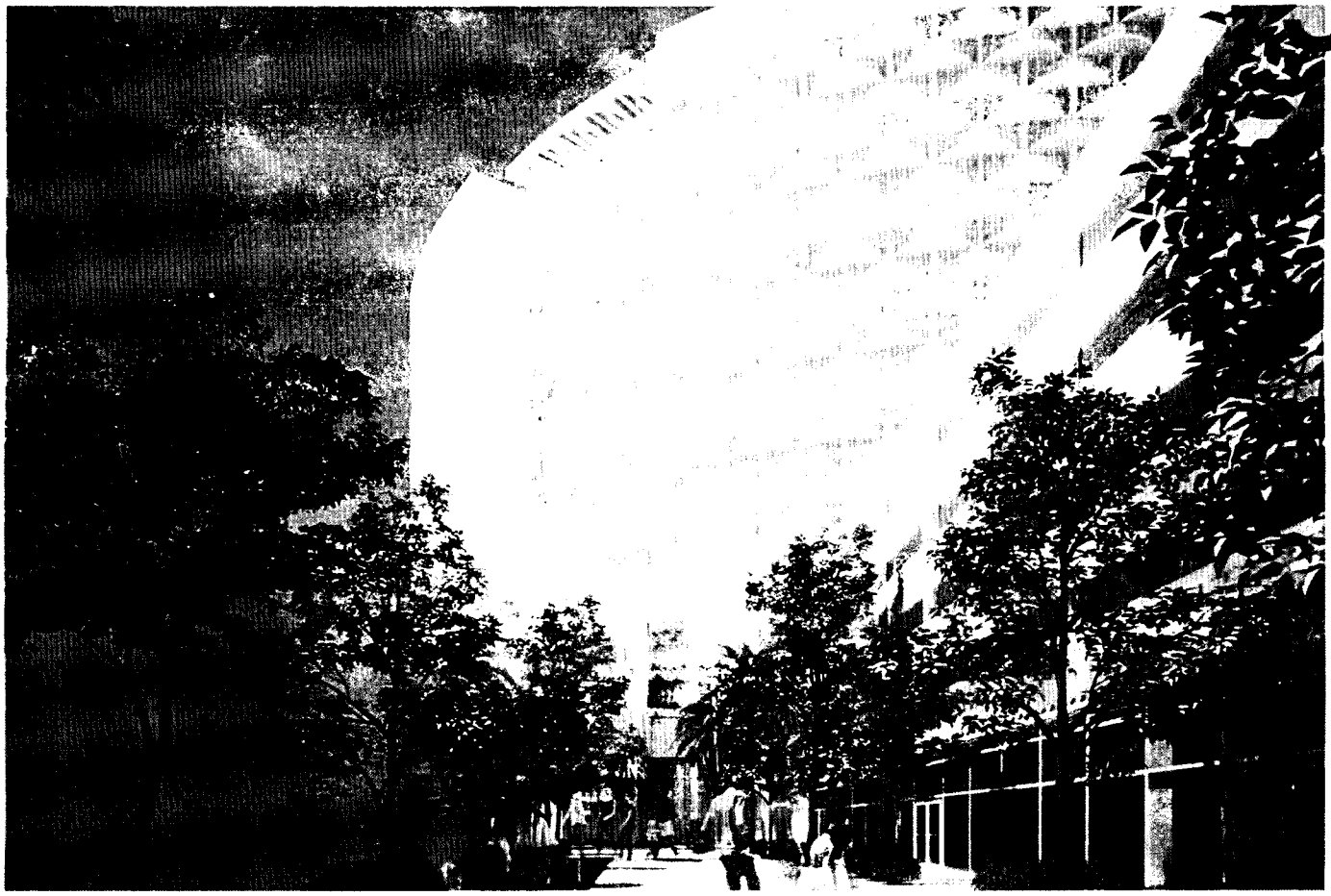


Bird's Eye View

5

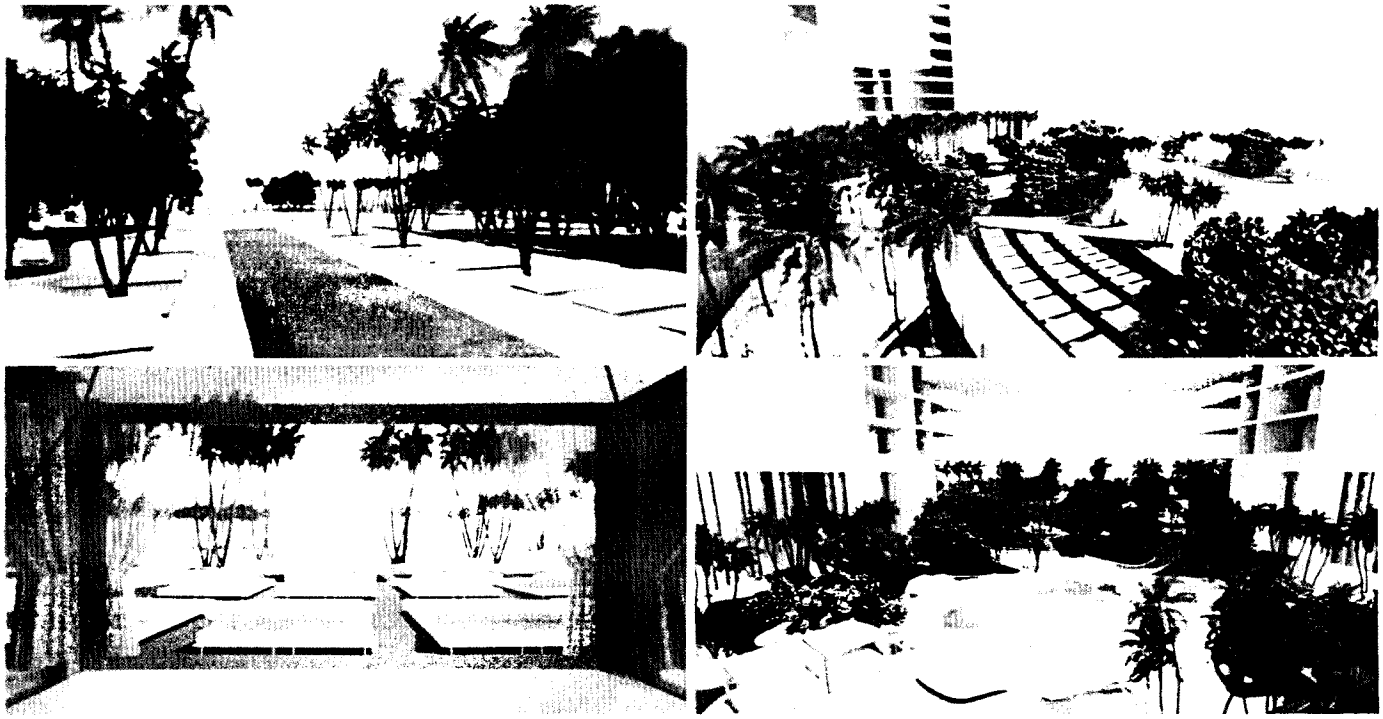
View at 17th Street showing Pedestrian Arcade

5



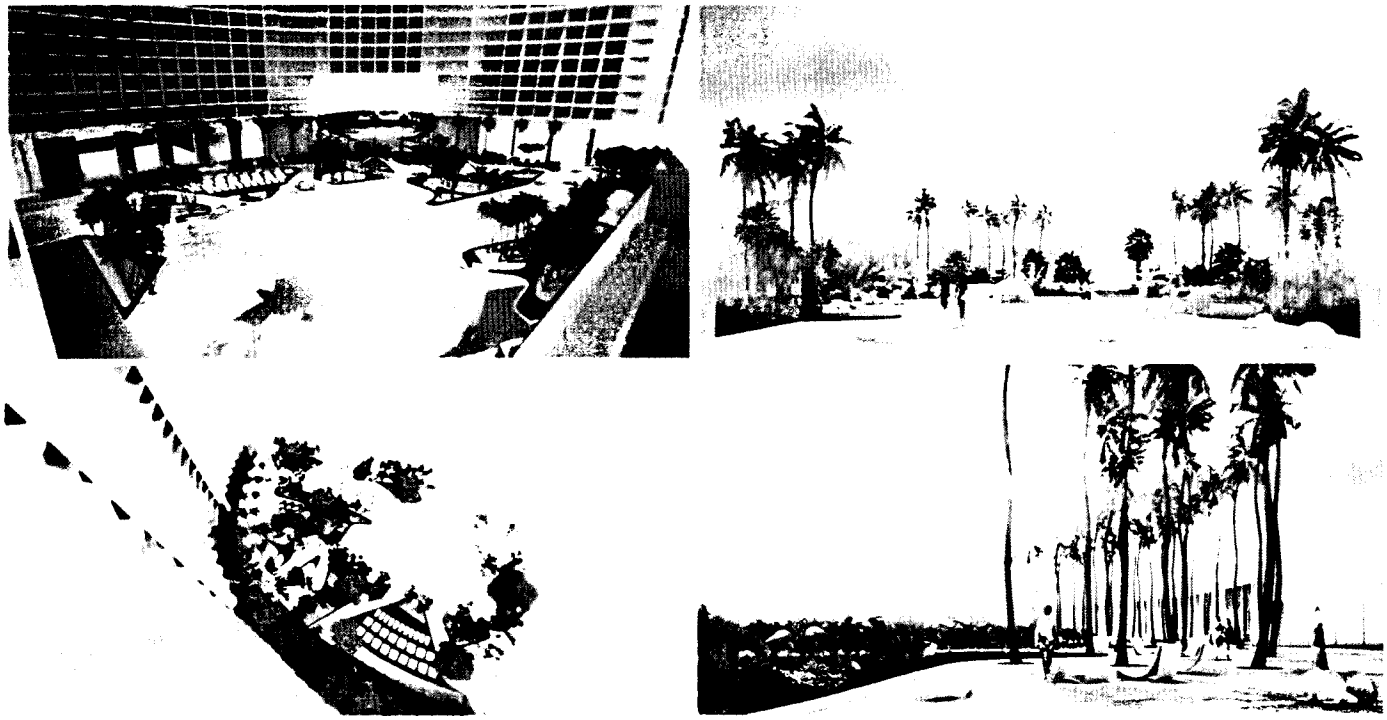
View Looking North from Pennsylvania Avenue

5



Selected Views of Landscaped Terrace at Level 7

5



Selected Views of Landscaped Terrace at Level 7

5

5.5

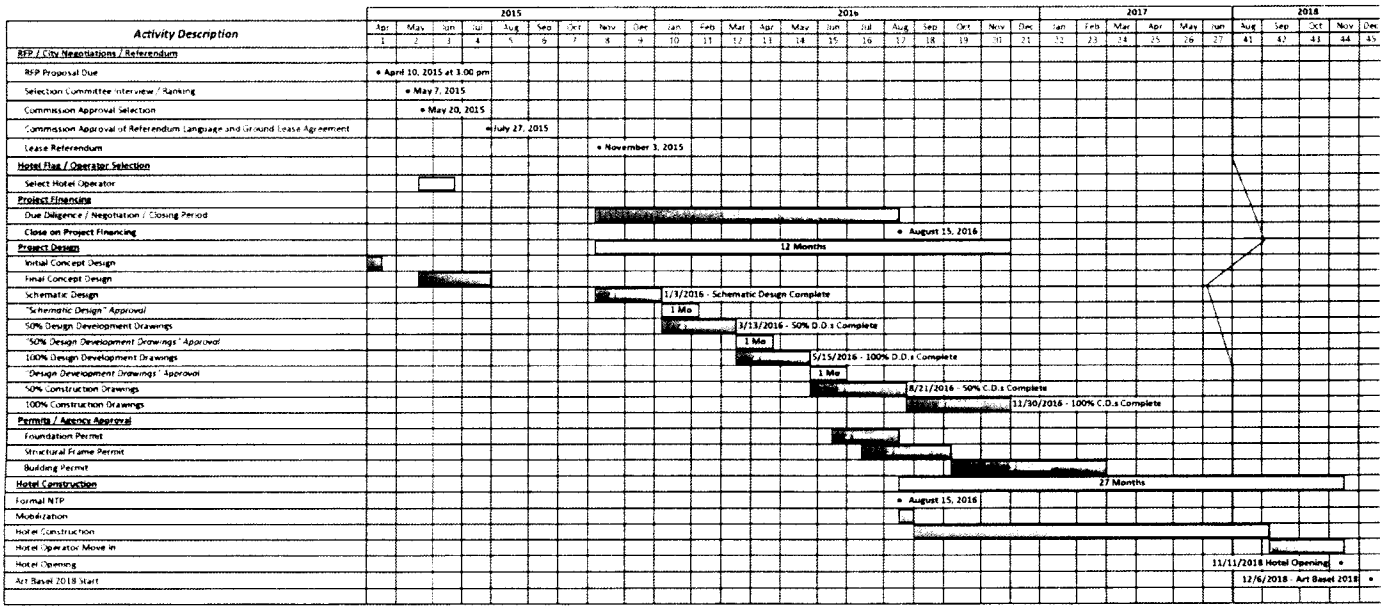
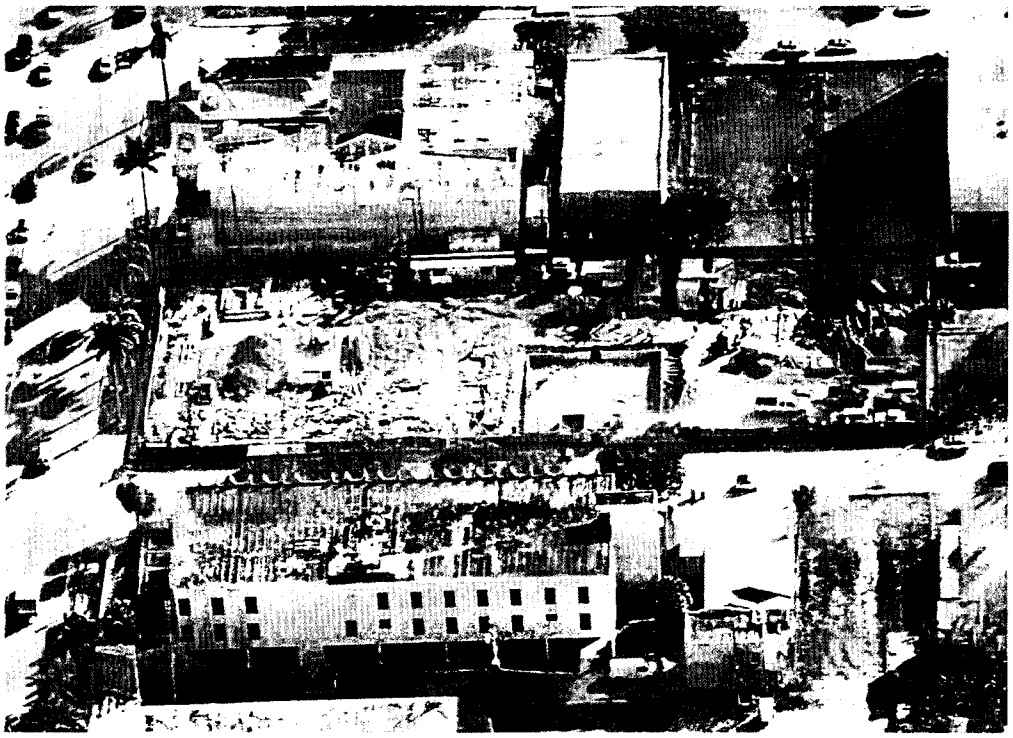

2015
2016
2017
2018
Activity Description
RFP / City Negotiations / Referendum
RFP Proposal Due
April 10, 2015 at 3:00 pm
Selection Committee Interview / Ranking
May 7, 2015
Commission Approval Selection
May 20, 2015
Commission Approval of Referendum Language and Ground Lease Agreement
July 27, 2015
Lease Referendum
November 3, 2015
Hotel Flag / Operator Selection
Select Hotel Operator
Project Financing
Due Diligence / Negotiation / Closing Period
Close on Project Financing
August 15, 2016
Project Design
12 Months
Initial Concept Design
Final Concept Design
Schematic Design
1/3/2016 - Schematic Design Complete
"Schematic Design" Approval
1 Mo
50% Design Development Drawings
3/13/2016 - 50% D.D.s Complete
"50% Design Development Drawings" Approval
1 Mo
100% Design Development Drawings
5/15/2016 - 100% D.D.s Complete
"Design Development Drawings" Approval
1 Mo
50% Construction Drawings
8/21/2016 - 50% C.D.s Complete
100% Construction Drawings
11/30/2016 - 100% C.D.s Complete
Permits / Agency Approval
Foundation Permit
Structural Frame Permit
Building Permit
Hotel Construction
27 Months
Formal NTP
August 15, 2016
Mobilization
Hotel Construction
Hotel Operator Move-In
Hotel Opening
11/11/2018 Hotel Opening
Art Basel 2018 Start
12/6/2018 - Art Basel 2018

Exhibit D

Description of Land Sales

EXHIBIT D

Land Sale No. 1



Property Identification

Record ID	2067
Property Type	Hotel, Hotel
Property Name	Hampton Inn Midtown Hotel Site
Address	3450 Biscayne Blvd., Miami, Miami Dade County, Florida 33137
Location	SW corner Biscayne Bl. & NE 35 St.
Tax ID	01-3230-003-0350 & 0390
MSA	Miami-Ft. Lauderdale

Sale Data

Grantor	Arti Hersi, Inc.
Grantee	Midtown Lodging LLC
Sale Date	November 24, 2014
Deed Book/Page	29417/1605
Recorded Plat	3/83
Property Rights	Fee Simple
Conditions of Sale	Arm's length
Financing	Cash to seller
Verification	May 15, 2015
Sale Price	$4,500,000
Cash Equivalent	$4,500,000
Adjusted Price	$4,500,000

Land Sale No. 1 (Cont.)

Land Data	
Zoning	T6-36a-O, Commercial High Intensity
Topography	Level
Utilities	All available
Shape	Rectangular

Land Size Information	
Gross Land Size	0.832 Acres or 36,240 SF
No. Rooms Planned	151

Indicators	
Sale Price/Gross Acre	$5,408,940
Sale Price/Gross SF	$124.17
Sale Price/ Unit	$29,801

Remarks

The seller retained a JV position in the property's development by 3H Hotels Group out of Tennessee. The property is planned for development with a 151-room Hampton Inn, which will also have 4,435 square feet of ground floor retail space along its busy Biscayne Boulevard frontage. The location is in the Edgewater area of Miami just east of Midtown and southeast of the Design District.

Land Sale No. 2

Property Identification	
Record ID	2068
Property Type	Mixed-use, Hotel
Property Name	Tryptich hotel and mixed-use site
Address	3601 North Miami Avenue, Miami, Miami-Dade County, Florida 33137
Location	NE corner No. Miami Ave. & NE 36 St.
Tax ID	01-3124-026-0010 et.al.
MSA	Miami-Ft. Lauderdale
Sale Data	
Grantor	Fifteen Midtown Properties LLC
Grantee	Aventura Hotel Properties LLC
Sale Date	June 27, 2014
Deed Book/Page	29222/2553
Property Rights	Fee Simple
Conditions of Sale	Arm's length
Financing	Cash to seller
Verification	May 15, 2015
Sale Price	$12,250,000
Cash Equivalent	$12,250,000
Adjusted Price	$12,250,000

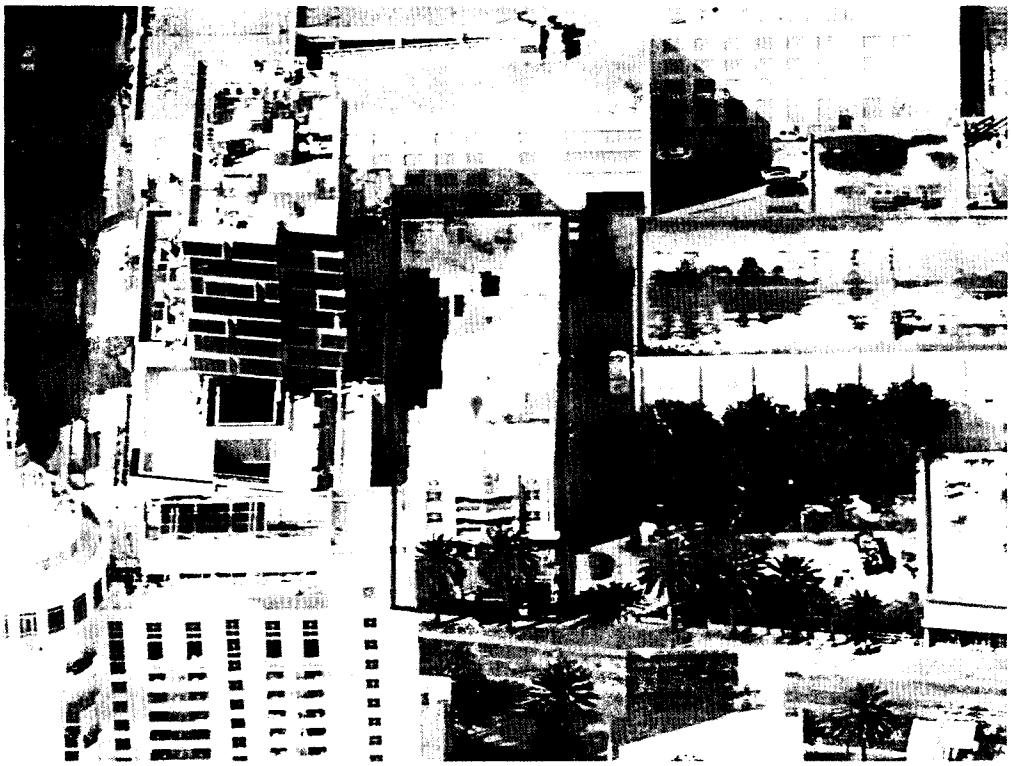
Land Sale No. 2 (Cont.)

Land Data	
Zoning	T6-12-O, Commercial High Intensity
Topography	Level
Utilities	All Available
Shape	Rectangular
Land Size Information	
Gross Land Size	1.028 Acres or 44,783 SF
No. Rooms Planned	297
Indicators	
Sale Price/Gross Acre	$11,915,459
Sale Price/Gross SF	$273.54
Sale Price/ Unit	$41,246

Remarks

This is the former Electra condo site that was purchased by an affiliate of HES Group for high-rise mixed uses that include a full-service, 297-room hotel, 40,500 square feet of retail space, 46,000 square feet of office space, a 6,000-square foot gallery, and a 500-space parking garage. The property enjoys an excellent location at the crossroads between Midtown Miami to the south, the Design District to the north, and the Wynwood Arts District to the west. It also has excellent visibility with frontage to Interstate 195 at its exit ramps to North Miami Avenue.

Land Sale No. 3



Property Identification

Record ID	2069
Property Type	Hotel, Hotel
Property Name	Berkeley Shore Hotel
Address	1610 Collins Avenue, Miami Beach, Miami Dade County, Florida 33139
Tax ID	02-3234-019-0790
MSA	Miami-Ft. Lauderdale

Sale Data

Grantor	Guesch, Inc.
Grantee	Berkeley Shore LLC
Sale Date	September 10, 2013
Deed Book/Page	28823/4022
Recorded Plat	2/77
Property Rights	Fee Simple
Conditions of Sale	Arm's length
Financing	Cash to seller
Verification	May 15, 2015
Sale Price	$6,500,000
Cash Equivalent	$6,500,000
Adjusted Price	$6,500,000

Land Sale No. 3 (Cont.)

Land Data	
Zoning	CD-3, Commercial
Topography	Level
Utilities	All available
Shape	Rectangular
Land Size Information	
Gross Land Size	0.415 Acres or 18,075 SF
No. Rooms Planned	97
Indicators	
Sale Price/Gross Acre	$15,664,730
Sale Price/Gross SF	$359.61
Sale Price/ Unit	$67,010

Remarks

This is the sale of the Berkeley Shore Hotel property, an Art Deco hotel along the west side of Collins Avenue south of 17th Street. The property was in below-average condition at the time of sale, with the improvements near the end of their economic viability. The buyer purchased the hotel property for redevelopment and an expansion to 97 rooms. Historic preservation ordinances require this redevelopment to retain the building's important architectural features, including its facade. However, considering the extent of redevelopment that was planned and required, this provides a sale price in this instance that reflects its site and development value.

Land Sale No. 4

Property Identification	
Record ID	2070
Property Type	Hotel, Hotel
Property Name	Haddon Hall Hotel & Campton Apartments
Address	1500 Collins Ave. & 1455 Washington Ave., Miami Beach, Miami-Dade County, Florida 33137
Tax ID	02-3234-019-1190, 1191 & 1200
MSA	Miami-Ft. Lauderdale
Sale Data	
Grantor	Haddon Hall Associates Ltd.
Grantee	Haddon Hall Hotel Owner LLC
Sale Date	July 17, 2013
Deed Book/Page	See Remarks
Property Rights	Fee Simple
Conditions of Sale	Arm's length
Financing	Cash to seller
Verification	May 15, 2015

Land Sale No. 4 (Cont.)

Sale Price	$5,995,000 Haddon Hall Hotel
Cash Equivalent	$5,995,000
Upward Adjustment	$28,480,000 Campton Apts.
Adjusted Price	$34,475,000

Land Data

Zoning	MXE & CD-2, Commercial
Topography	Level
Utilities	All available
Shape	Irregular

Land Size Information

Gross Land Size	1.388 Acres or 60,445 SF
No. Rooms Planned	167

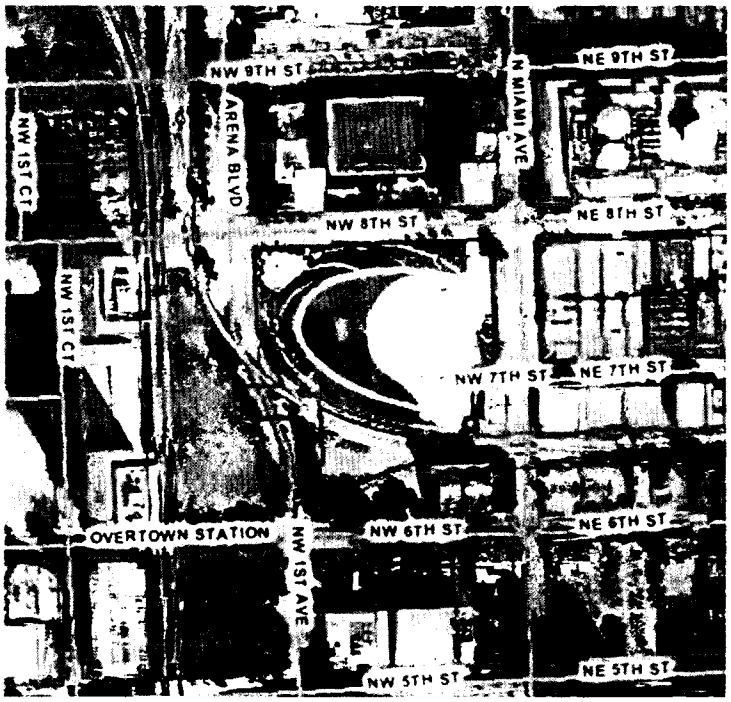
Indicators

Sale Price/Gross Acre	$24,844,586 Adjusted
Sale Price/Gross SF	$570.35 Adjusted
Sale Price/ Unit	$206,437 Adjusted

Remarks

This is the nearly-simultaneous acquisition of the 122-room Haddon Hall Hotel property at 1500 Collins Avenue and the 45-unit Campton Apartments property to the immediate west at 1455 Washington Avenue in South Beach. The total combined square footage was 56,815, but the same include rights to expand the property by up to 50,000 which would nearly double its current size. The property was in below-average condition at the time of sale, with the improvements near the end of their economic viability. The buyer purchased the hotel property for redevelopment. Historic preservation ordinances require this redevelopment to retain the important architectural features of the building, particularly for the classic Art Deco design of the Haddon Hall. However, considering the extent of redevelopment that was planned and required, this provides a sale price in this instance that reflects its site value.

Land Sale No. 5



Property Identification

Record ID	1882
Property Type	Vacant Land, Commercial, Vacant
Property Name	Old Arena Site
Address	700 N Miami Avenue, Miami, Miami-Dade County, Florida 33130
Location	West side of N Miami Avenue between NW 7th and NW 8th Avenue
Tax ID	01 3137 025 0011
MSA	Miami-Ft. Lauderdale
Market Type	Commercial Land

Sale Data

Grantor	Old Arena, LLC
Grantee	MDM Ricardo Glass
Sale Date	May 15, 2013 contract
Property Rights	Fee Simple
Sale History	$35 MM 10/12 $28.1MM 12/04
Verification	Miami Herald ; Mo Saraiya, November 07, 2013; Other sources: DBR Article
Sale Price	$40,000,000
Cash Equivalent	$40,000,000
Adjusted Price	$40,000,000

Land Sale No. 5 (Cont.)

Land Data	
Zoning	T6-60A-O
Topography	Level
Utilities	Available
Shape	Slightly Irregular

Land Size Information	
Gross Land Size	4.714 Acres or 205,353 SF
Front Footage	N Miami Avenue;NW 8th Street
Actual/Planned Building SF	2,258,883
No. Rooms Planned	1,800

Indicators	
Sale Price/Gross Acre	$8,484,902
Sale Price/Gross SF	$194.79
Sale Price/Planned Bldg. SF	$17.71

Remarks

Sale of the Old Arena Site, which was previously sold in Oct. 2012 for $ 35MM. Ricardo Glass (MDM) has announced development plans for a 600,000 SF convention center including a 500,000 exhibition hall on various levels a 1500 seat theatre, an 80,000 SF outdoor event deck, a 2,300 car garage topped by an 1800 room Marriott hotel in 58 stories. Project plans have not been submitted to the city.

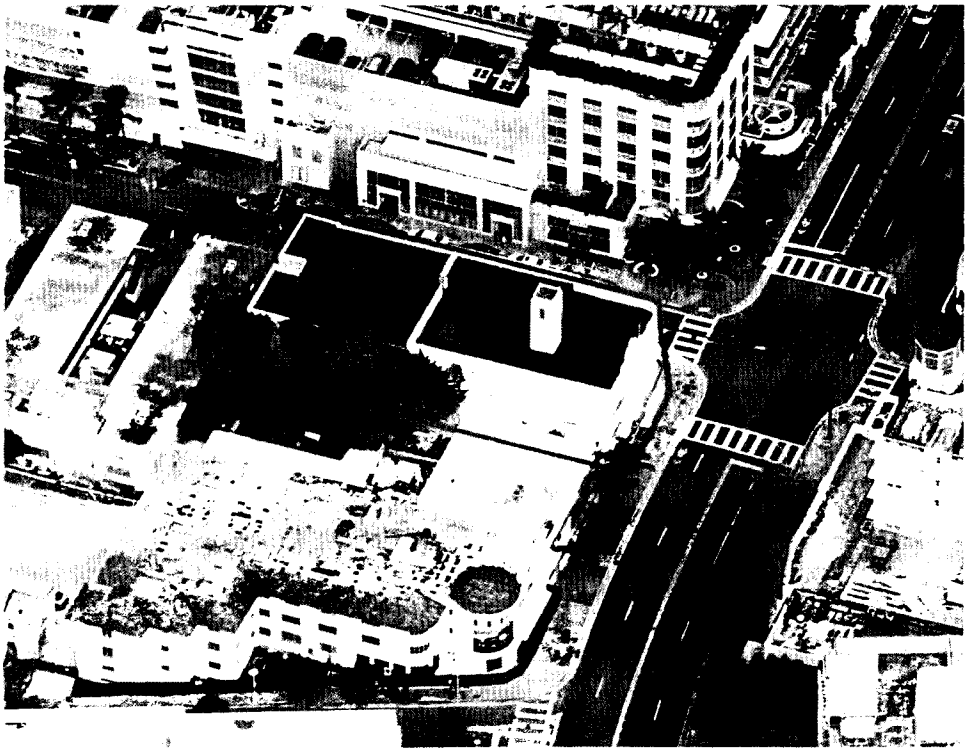
The convention center project will tie into the Miami World Center retail/resort project and be physically connected to the First Coast RR project for rail service to Orlando and local points of interest.

The site is just west of the AA arena and south of the Museum/Performing Arts centers and Design District retail areas.

Expected to cost upwards of $1 billion, the site is currently under lease to a civic group which is using it for a public park. Development money is stated to be all private but the Park West Area has some tax incentives in place for development.

MDM Ricardo Glass,the buyer, has developed several Marriot Hotels in the past including the JW Marriot located in Brickell, and the JW Marriot located in downtown Miami. The convention center space will effectively change the landscape of downtown Miami. The seller owns close to 30 acres adjacent to the site, and will benefit from the construction of the new convention center, and therefore did not charge a price increase from their October 2012 purchase of the site.

Land Sale No. 6



Property Identification

Record ID	2071
Property Type	Hotel, Hotel
Property Name	Greystone Hotel (Vacant)
Address	1920 Collins Avenue, Miami Beach, Miami-Dade County, Florida 33139
Location	SW corner Collins Ave. & 20th Street
Tax ID	01-3137-025-0011
MSA	Miami-Ft. Lauderdale

Sale Data

Grantor	1920 Collins Realty LLC
Grantee	Greystone Terra Firma LLC
Sale Date	May 17, 2012
Deed Book/Page	28129/1240
Recorded Plat	5/7
Property Rights	Fee Simple
Conditions of Sale	Arm's length
Financing	Cash to seller
Verification	January 12, 2015
Sale Price	$7,500,000
Cash Equivalent	$7,500,000
Adjusted Price	$7,500,000

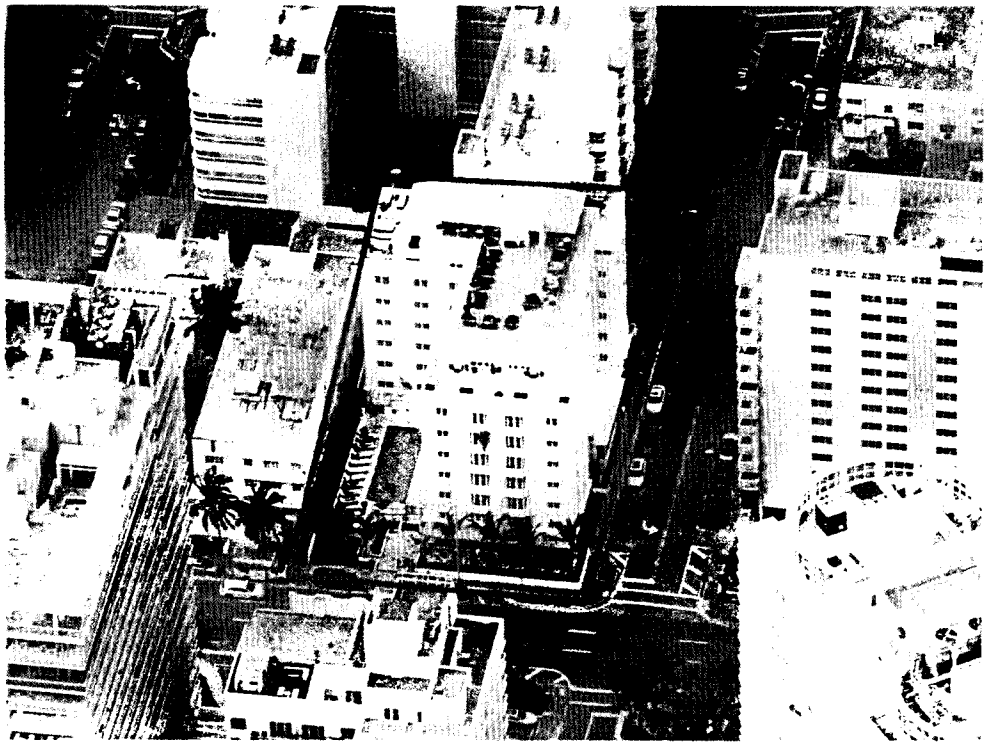
Land Sale No. 6 (Cont.)

Land Data	
Zoning	CD-2, Commercial
Topography	Level
Utilities	All available
Shape	Rectangular
Land Size Information	
Gross Land Size	0.215 Acres or 9,375 SF
No. Rooms Planned	60
Indicators	
Sale Price/Gross Acre	$34,848,000
Sale Price/Gross SF	$800.00
Sale Price/ Unit	$125,000

Remarks

This is the acquisition of the vacant and boarded-up Greystone Hotel property by an affiliate of Vos Hospitality. In January 2014, this buyer acquired the adjacent Santa Barbara apartments to the immediate west, and plans to combine these two properties in a redevelopment that would result in a 97-room luxury boutique hotel. The property was vacant and abandoned at the time of sale, thus the improvements were at the end of their economic viability. This provides a sale price in this instance that reflects its site and development value.

Land Sale No. 7



Property Identification

Record ID	2072
Property Type	Hotel, Hotel
Property Name	Croydon Arms Apartment-Hotel (Vacant)
Address	3720 Collins Avenue, Miami Beach, Miami-Dade County, Florida 33140
Location	SW corner Collins Ave. & 38th Street
Tax ID	02-3226-001-1710
MSA	Miami-Ft. Lauderdale

Sale Data

Grantor	CIG Acquisitions Group LLC
Grantee	3720 Croydon LLC
Sale Date	March 16, 2012
Deed Book/Page	28039/1898
Recorded Plat	5/7
Property Rights	Fee Simple
Conditions of Sale	Arm's length
Financing	Cash to seller
Verification	May 15, 2015
Sale Price	$6,750,000
Cash Equivalent	$6,750,000
Adjusted Price	$6,750,000

Land Sale No. 7 (Cont.)

Land Data	
Zoning	RM-2, MFR & Hotels
Topography	Level
Utilities	All available
Shape	Rectangular
Land Size Information	
Gross Land Size	0.321 Acres or 14,000 SF
No. Rooms Planned	100
Indicators	
Sale Price/Gross Acre	$21,002,143
Sale Price/Gross SF	$482.14
Sale Price/ Unit	$67,500

Remarks

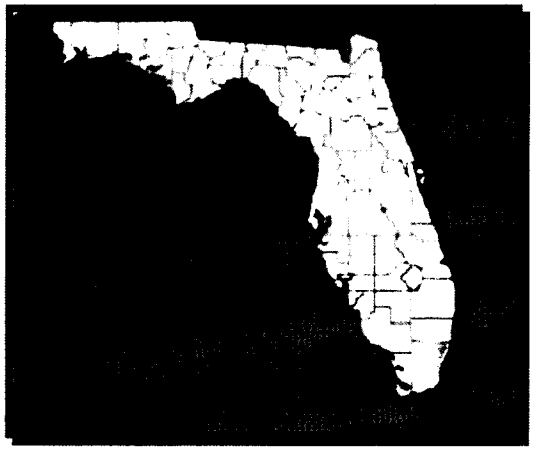
This is the sale of the Croydon Arms, an apartment-hotel that was vacant and abandoned at the time of sale. The buyer planned a redevelopment of this property into a 100-room hotel. The building was vacant and abandoned at the time of sale, thus the improvements were at the end of their economic viability. This provides a sale price in this instance that reflects its site and redevelopment value.

Exhibit E

Miami-Dade County Regional Analysis Summary

EXHIBIT E

MIAMI-DADE COUNTY REGIONAL ANALYSIS



Overview

Miami-Dade County, Florida is located in the southeast corner of the state along the Atlantic Ocean. The major city is Miami, but there are 29 total municipalities in the county including Hialeah, Miami Beach, North Miami, Coconut Grove and Coral Gables. The county encompasses 1,946 square miles with a population of just over 2.6 million people, with a density of 1,206 people per square mile. When combined with Fort Lauderdale, the Miami-Fort Lauderdale-West Palm Beach consolidated metropolitan area ("South Florida") is the eleventh largest metropolitan area in the country, with a total combined population approaching 5.8 million.

The main population is concentrated close to the Atlantic coast as most of the western portion of the county, approximately 416,000 acres or 650 square miles, lies in Everglades National Park or in environmentally-protected areas associated with the "river of grass". Since Miami is the closest major US metropolitan area to Latin America, and has a large population of Spanish- and Portuguese speaking people, Miami has become a leader in Latin American trade, finance, insurance, manufacturing, telecommunication and warehousing.

Tourism and its offshoots, shopping and entertainment, are main draws of the county. With 84 miles of Atlantic coastline and a sub-tropical climate, its beaches are favorite destination for tourists from Europe and Latin America, as well as the rest of the US. Miami Beach, especially South Beach, has become a premiere modeling and film spot in the world. It attracts a cosmopolitan tourist business different from other competing Florida cities such as Orlando and Tampa.

The environment is a crucial underlying thread that ties Florida to its future. Essentially dependent on its climate and natural resources, unaddressed issues concerning sustainable growth are becoming urgent concerns of all Florida industries. As the impact of past decisions effects the current economic situation, future economic potential is dependent on how these issues are handled today.

esri

Demographic and Income Profile

Miami-Dade County, FL
Miami-Dade County, FL (12086)
Geography: County

Miami-Dade Demographics STDB

Summary	Census 2010	2015	2020
Population	2,496,435	2,601,086	2,743,001
Households	867,352	902,272	953,303
Families	602,911	622,599	654,780
Average Household Size	2.83	2.84	2.84
Owner Occupied Housing Units	483,874	464,517	485,548
Rental Occupied Housing Units	383,478	437,755	467,755
Median Age	38.1	38.9	39.2

Trends: 2015 - 2020 Annual Rate	Area	State	National
Population	1.07%	1.05%	0.75%
Households	1.11%	1.05%	0.77%
Families	1.01%	0.95%	0.69%
Owner HHs	0.39%	0.91%	0.70%
Median Household Income	3.44%	2.89%	2.66%

	2015		2020	
Households by Income	Number	Percent	Number	Percent
<$15,000	160,596	17.8%	159,463	16.7%
$15,000 - $24,999	112,345	12.5%	87,205	9.1%
$25,000 - $34,999	94,504	10.5%	82,524	8.7%
$35,000 - $49,999	131,021	14.5%	131,657	13.8%
$50,000 - $74,999	152,657	16.9%	184,370	19.3%
$75,000 - $99,999	89,408	9.9%	111,108	11.7%
$100,000 - $149,999	86,150	9.5%	104,159	10.9%
$150,000 - $199,999	32,866	3.6%	43,202	4.5%
$200,000+	42,617	4.7%	49,537	5.2%
Median Household Income	$43,427		$51,429	
Average Household Income	$65,743		$74,461	
Per Capita Income	$22,980		$26,047	

	Census 2010		2015		2020	
Population by Age	Number	Percent	Number	Percent	Number	Percent
0 - 4	149,937	6.0%	149,265	5.7%	157,468	5.7%
5 - 9	145,253	5.8%	154,191	5.9%	154,788	5.6%
10 - 14	152,541	6.1%	151,086	5.8%	164,223	6.0%
15 - 19	168,514	6.8%	154,861	6.0%	156,474	5.7%
20 - 24	176,823	7.1%	178,788	6.9%	163,809	6.0%
25 - 34	340,467	13.6%	380,851	14.6%	413,346	15.1%
35 - 44	372,397	14.9%	353,938	13.6%	366,577	13.4%
45 - 54	366,617	14.7%	377,226	14.5%	365,472	13.3%
55 - 64	271,873	10.9%	308,217	11.8%	348,991	12.7%
65 - 74	186,976	7.5%	215,172	8.3%	251,407	9.2%
75 - 84	119,171	4.8%	125,250	4.8%	142,613	5.2%
85+	45,366	1.8%	52,241	2.0%	57,833	2.1%

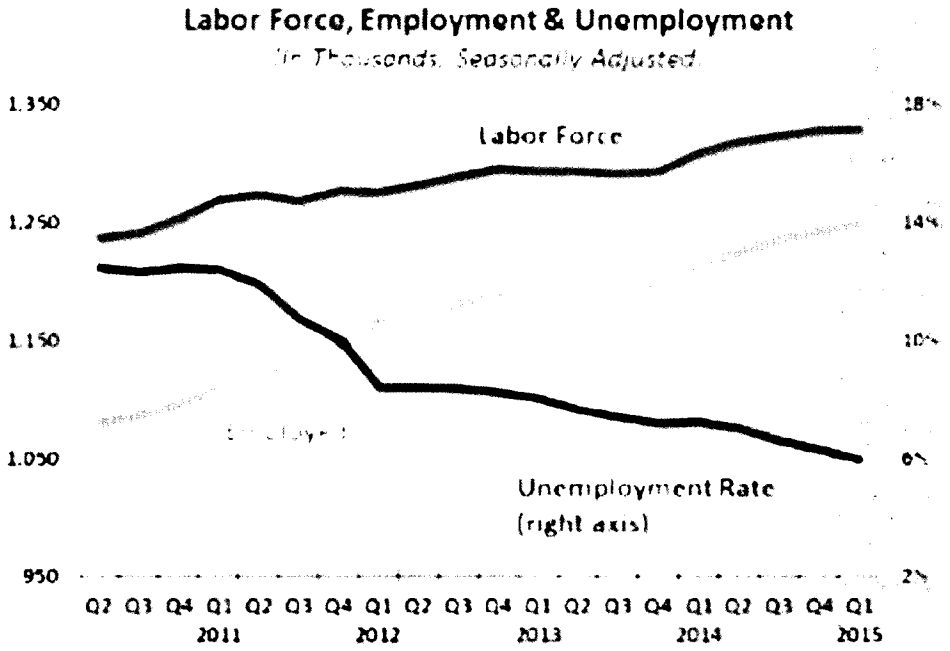
Data Note: Income is expressed in current dollars.

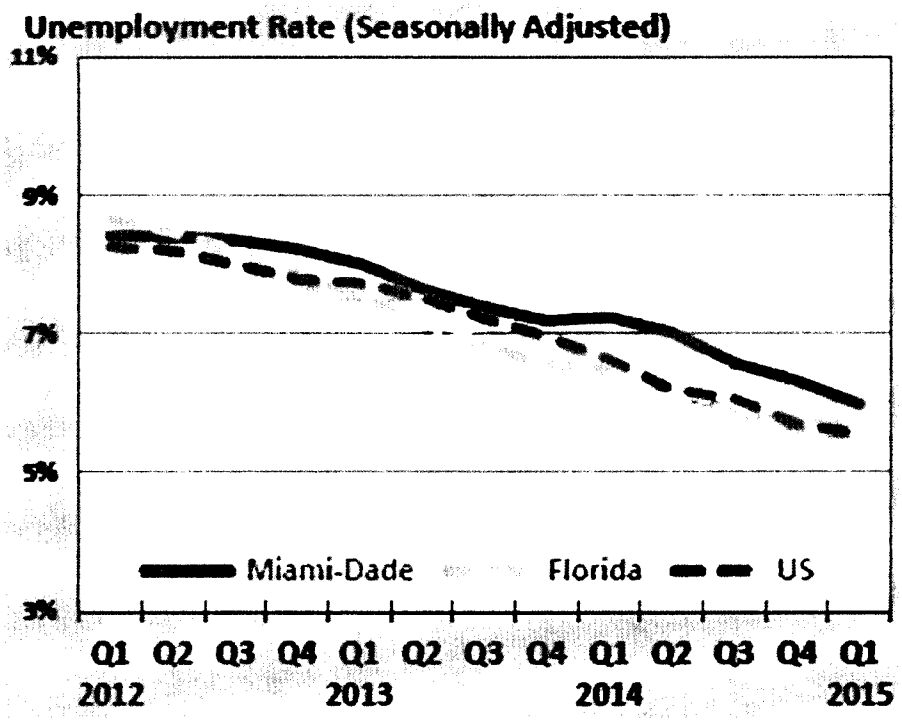
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020.

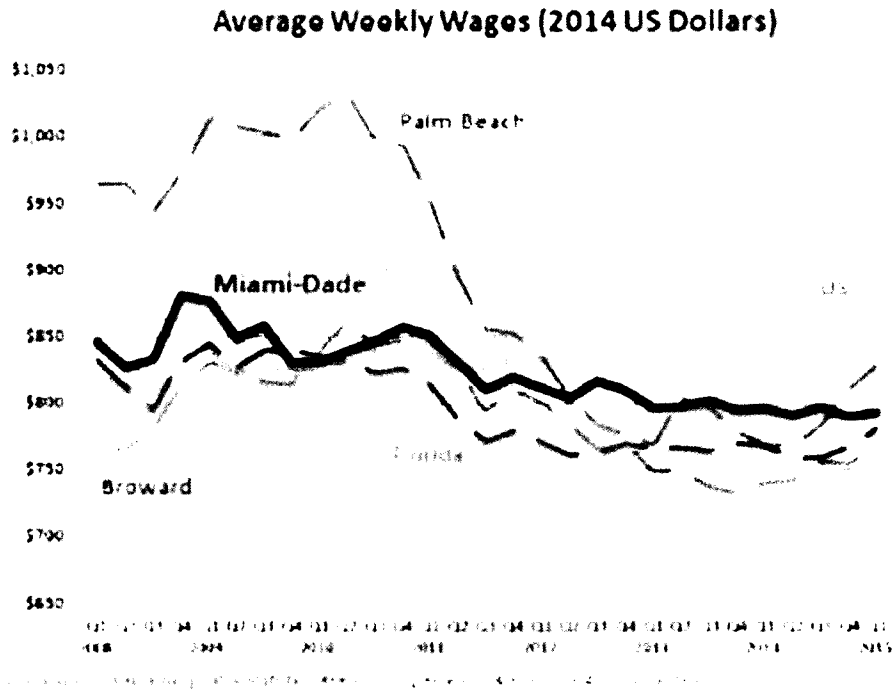
June 19, 2015

Employment and Income

Miami Dade's labor force kept pace with the rise in population from 1990- 2006. The subsequent recession hit the county very hard and unemployment rates hovered 2 to 4 percentage points over the national average through 2012. Statistics and forecasts from the first quarter of 2015 show significant improvement with rates dropping to 6.0% range, the lowest level since October, 2008. The decline came despite an increase in job seekers as the long term unemployed rejoin the ranks. A separate survey showed employers added more than 25,000 new non-farm payroll positions over the last year in each quarter of 2013. Analysis of the jobs picture reveals that the broad gains outlined in the year end employment report mesh with forecasts more hiring in 2015.







A recovering housing market has bolstered construction employment over the past year. Most recently, however, this trend appears to be slowing as new housing demand as the market's large number of

foreign buyers diminishes due to a strengthening U.S. dollar. Job-growth leaders in Miami-Dade include information technology, financial activities, education and health services, and leisure hospitality.

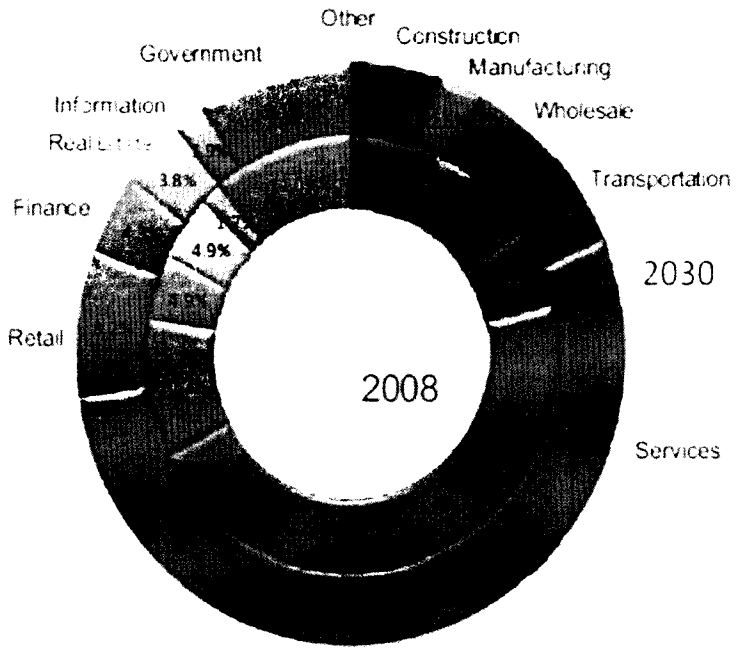
Miami-Dade Nonfarm Payroll Employment ('000s)

	2015:Q1	% Chg from 2014:Q4	% Chg from 2014:Q1
Total Nonfarm	**1,111.1**	**0.7%**	**3.1%**
Private	**972.8**	**0.7%**	**3.6%**
Goods Prod.	**75.8**	**-1.3%**	**5.6%**
Construction	37.6	-2.5%	10.7%
Manufacturing	38.2	-0.1%	1.0%
Private Service	**897.0**	**0.9%**	**3.5%**
Wholesale Trade	74.6	2.2%	2.2%
Retail Trade	146.4	0.3%	1.6%
Transp.-Wrsg-Util	66.3	-0.6%	2.2%
nformation	19.1	1.7%	5.7%
Financial Activities	77.1	0.6%	5.5%
Prof./Bus. Serv	155.3	0.2%	3.0%
Educ./Health Serv	172.6	1.2%	4.0%
Leisure/Hosp	134.4	2.2%	4.6%
Other Serv.	51.3	0.4%	5.2%
Total Govt	**138.3**	**0.4%**	**-0.4%**

Data Source: FL Dept. of Economic Opportunity. (Seasonally Adjusted by OEDIT)

The Florida Agency for Workforce Innovation, Labor Market Statistics Center notes that the traditional employment industries in the county are shifting. Waning industries in the county are agriculture, mining, and manufacturing while the top three growth industries are expected to be healthcare, waste management and remediation services, and professional, scientific and technical services. Long term estimates are for a service based economy.

Share of Total Employment by Sector
Miami-Dade County 2008 and 2030



Miami-Dade County Department of Planning and Zoning Research Section 2010

Median household income continues to rise, although cost of living estimates suggest most increases will be offset by rising household expenditures. Cost of living increases have a major influence on the rise in household income.

TRANSPORTATION

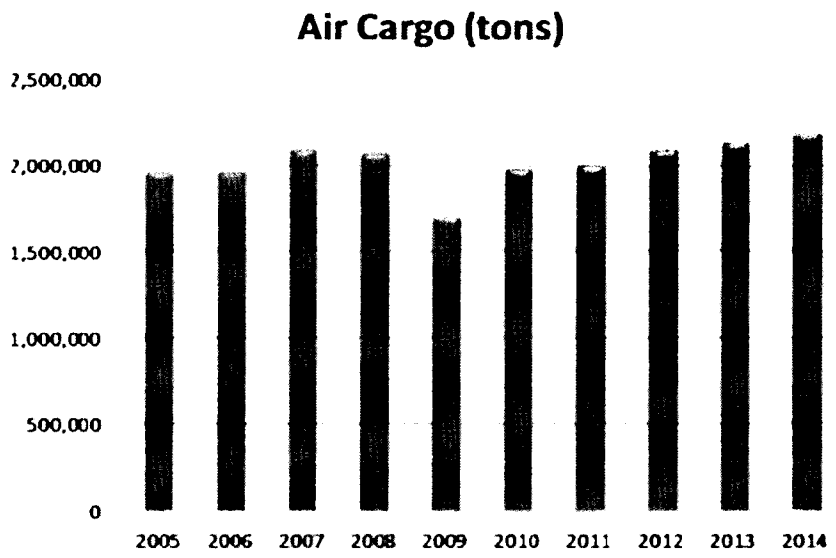
Miami International Airport (MIA)

Miami International Airport is the primary connecting point for air travel between the Americas, the Caribbean and a major gateway to Europe. Approximately 1,100 flights arrive and depart MIA each day, with over 100 airlines covering 150 destinations worldwide. MIA has a nearly $33.7 billion impact on the South Florida economy while contributing 282,724 jobs, and ranks as the second-busiest U.S. airport for international passengers.

The following chart shows passenger trends through MIA from 2005 through 2014. Between 2006 and 2007, passenger traffic increased a robust 3.5% to 5.0% per year then gradually declined throughout the recession to a mere 0.5% increase in 2009. By 2010, however, traffic regained its previous growth pattern.

Passenger Volume Trends - Miami International Airport				
Period	International Passengers (000s)	% of Total	Total Passengers (000s)	% change
2005	14,241	45.9%	31,008	
2006	14,728	45.3%	32,534	4.9%
2007	15,541	46.1%	33,740	3.7%
2008	16,147	47.4%	34,064	1.0%
2009	15,970	47.1%	33,890	-0.5%
2010	16,892	47.3%	35,698	5.3%
2011	18,418	48.1%	38,314	7.3%
2012	19,372	49.1%	39,467	3.0%
2013	20,202	49.8%	40,563	2.8%
2014	20,097	49.1%	40,942	0.9%
Source: Miami-Dade County Aviation Dept.				

The Miami-Dade Aviation Department (MDAD) is in the final stages of a $6.4 billion Capital Improvement Program designed to meet the passenger and cargo traffic growth at Miami International Airport. The program encompasses all aspects of airport operations, from terminals, roadways, cargo facilities, to the airfield. The new Miami Intermodal Center opened in 2011 across Le Jeune Road from MIA, connected by a people-mover. It contains rental car operations and connections to mass transit including the county's Metrorail Orange Line. The Tri-Rail connection to the intermodal center is anticipated to open later this year. The NW 25th Street Viaduct sub-project will improve connections between the Florida Interstate and Federal Highway System for ground transportation of air cargo, and construct an elevated viaduct/roadway between MIA over SR 826, and out to NW 82nd Avenue with the assistance of the FDOT.



PortMiami

PortMiami, the county's seaport, contributes over $27 billion annually to South Florida's economy and directly or indirectly provides over 207,000 jobs. Miami's Port is the world's busiest cruise port, with a fleet operated by 12 cruise lines. It has the largest year-round cruise fleet in the world including the "Megaships" capable of transporting more than 19,000 guests. PortMiami has approximately 40 shipping lines calling on more than 100 countries and 253 ports, serving markets in the Far East and Europe, as well as Central and South America.

An ambitious capital improvement program, of over $581 million is underway at the port. The Miami Harbor Project calls for deepening PortMiami's south channel to a depth of 50 feet from the existing 42 feet, to accommodate mega container vessels that will begin traveling through the expanded Panama Canal in 2015. Additionally, redevelopment of 80 acres of cargo terminal area will enhance cargo terminal operations. A new tunnel opened in 2014 under the ship channel which directly connects the sea port to Interstate 395 MacArthur Causeway and the region's highway network.

Miami-Dade County, Florida Seaport Department
Schedule of Annual Total Tonnage (Unaudited)
Last Ten Fiscal Years (in thousands)

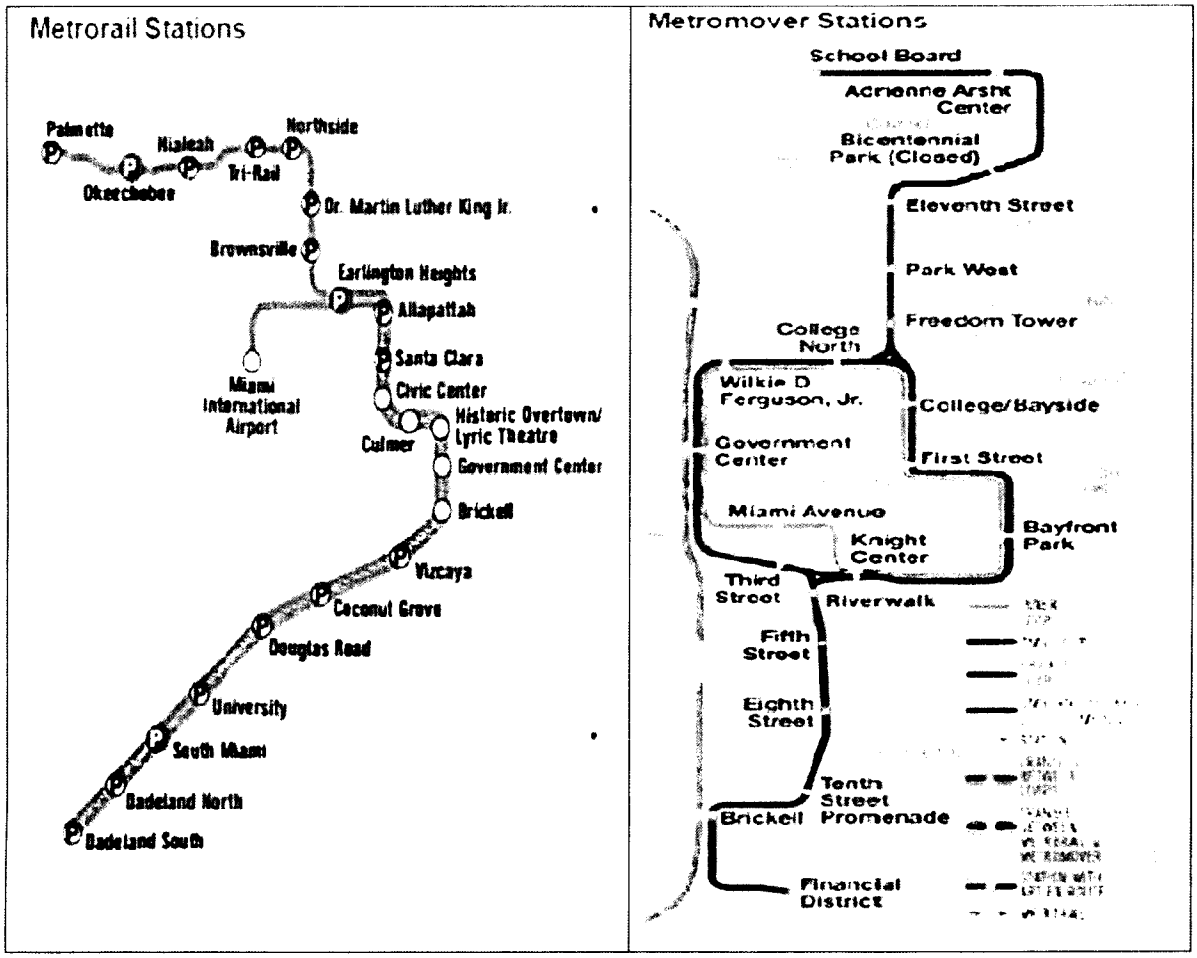
Year	Total	Difference	% Change
2005	9 474		0 0%
2006	8 654	(820)	-8 7%
2007	7 835	(819)	-9 5%
2008	7 430	(405)	-5 2%
2009	6 831	(599)	-8 1%
2010	7,389	558	8 2%
2011	8 222	833	11 3%
2012	8 108	(114)	-1 4%
2013	7 981	(127)	-1 6%
2014	7 700	(281)	-3 5%

Miami-Dade Seaport Department
Schedule of Annual Total Passengers (Unaudited)
Last Ten Fiscal Years (in thousands)

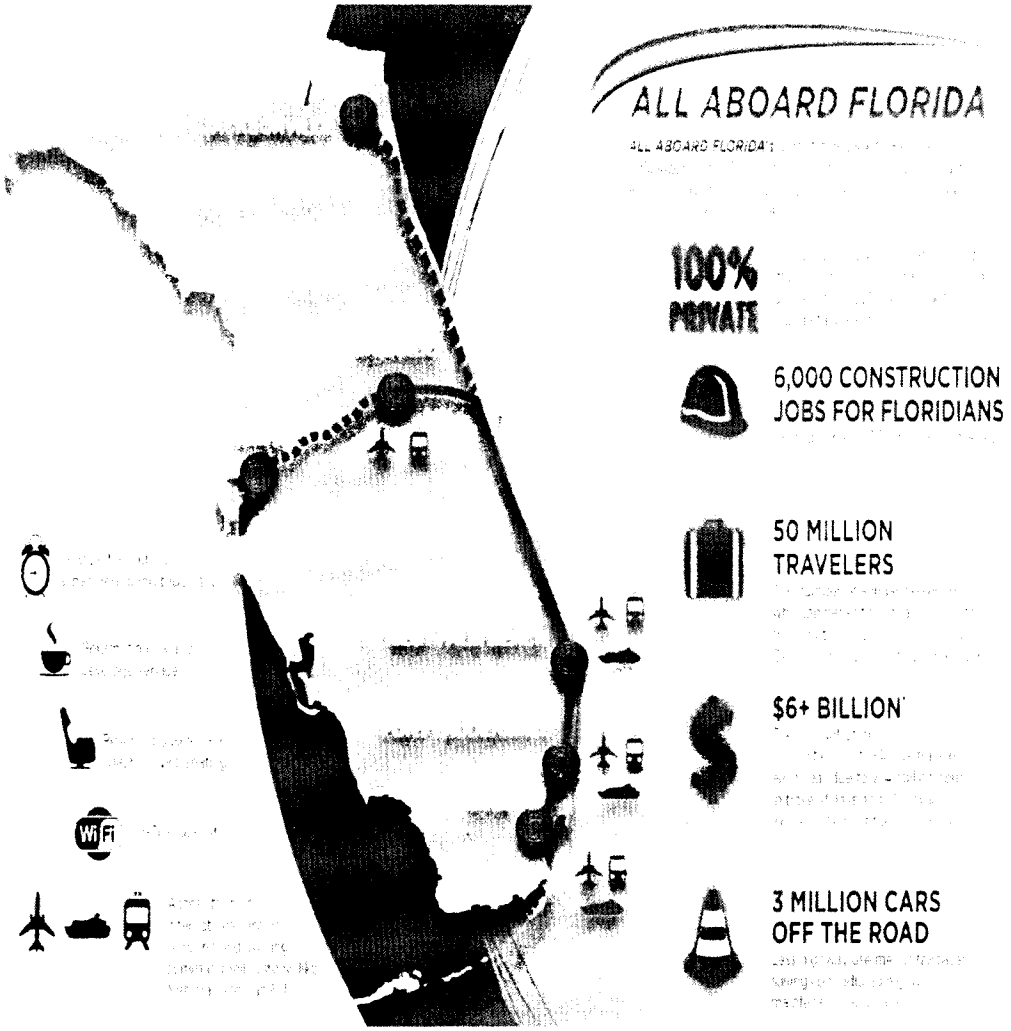
Year	Total	Difference	% Change
2005	3 605		0 0%
2006	3 731	126	3 5%
2007	3 787	56	1 5%
2008	4 138	351	9 3%
2009	4,110	(28)	-0 7%
2010	4 145	35	0 8%
2011	4 018	(127)	-3 1%
2012	3 774	(244)	-5 9%
2013	4 079	305	8 1%
2014	4 939	860	21 1%

Rail Systems

The Florida East Coast Railway and CSX are the major rail freight carriers serving Miami-Dade County. Miami-Dade Transit provides all public transit services in the county. The integrated transportation system covers four major components: the Metrobus fleet, connecting most areas of Miami-Dade County; Metrorail, an electrically-powered, elevated rapid-transit system stretching 25 miles from Dadeland Kendall to Medley, with a recently-added spur to Miami International Airport's intermodal center on the Orange Line. Metromover, a 4.4-mile elevated people mover that serves the downtown central business district of Miami, and Special Transportation Service (STS), designed to meet the needs of people with disabilities unable to use regular transit services. Currently, Miami-Dade Transit records over 353,000 daily (weekday) boardings. The City of Miami also offers a free trolley service with seven routes, while Coral Gables offers a trolley connection between its Central Business District and the Douglas Road Metrorail station.



Florida East Coast Industries has announced plans to start high-speed rail service along its rail right-of-way, with a connection that would carry passengers between Miami and Orlando in just over three hours. Stations are also planned for downtown Miami, Fort Lauderdale and West Palm Beach, with a starting date of 2015 for the tri-county line and the expansion to Orlando in the following two to three years.



Tri-Rail, the region's commuter rail line, runs along the CSX railroad tracks to the west of Interstate 95, connecting Miami International Airport to the south (in 2015) with West Palm Beach to the north. It has five stations in Miami-Dade County, seven in Broward, and six stations in Palm Beach County. It connects to Metrorail's Green Line at a transfer station in eastern Hialeah, and will connect to the Orange Line of Metrorail at Miami International Airport later in 2015. Future plans call for Tri-Rail to run a new line along the All Aboard Florida tracks, with a near-term plan to connect to the All Aboard station in downtown Miami via existing rail lines between the current Metrorail transfer station near N.W. 72nd Street that connect to te FEC line to the east.

Miami Intermodal Center (MIC)

The Miami Intermodal Center (MIC) project just east of the Miami International Airport was sponsored by the Florida Department of Transportation (FDOT). The first phase, which opened in 2011,

included the new, 3.4-million square foot rental car center serving MIA, with a people mover connecting riders to the airport terminal. The next stage, the Miami Central Station, opened in 2012 with a Metrorail and Metrobus station. By 2015, Amtrak and Tri-Rail, South Florida's commuter rail service, are expected to connect to Miami Central Station.

Major Roads

The major interstate highways serving Miami-Dade County are I-95, on the east, and I-75, on the west, both generally running north/south through the region. Florida's Turnpike is a six-lane toll road running from Homestead at the south end of the county to Wildwood Florida just south Ocala. The Turnpike forms an outer beltway around developed areas of Miami-Dade County. State Road 826 (the Palmetto Expressway) forms an inner beltway, while State Road 836 (the Dolphin Expressway) is the primary east/west axis connecting the Miami CBD with the county's western suburbs.

Exhibit F
Appraiser's Qualifications

EXHIBIT F

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

QUALIFICATIONS

J GUTHRIE (JAY) MLINAR, MAI, SRA
Blazejack & Company

Academic

B.B.A., Southern Methodist University, 1983

Experience

2012-Present: Consultant, Blazejack & Company, Miami, Florida.
1995-2012: Appraiser, Clobus, McLemore & Duke, Inc., Fort Lauderdale, Florida.
1994-1995: Appraiser, Investors Research Associates, Miami, Florida.
1993-1994: Appraiser, Cushman & Wakefield, Miami, Florida.
1991-1993: Appraiser, Bach Thoreen McDermott, Inc., Houston, Texas.
1988-1991: Appraiser, Georgia Federal Bank, Atlanta, Georgia.
1983-1988: Appraiser, Porcher, Bond, Wilk, Allison, Inc., Dallas Texas.
1982-1983: Salesperson, Helena Underwood Realtors, Dallas, Texas.

Mr. Mlinar has been active as a real estate appraiser/analyst on a full-time basis since 1983. During this period, his real estate experience included highest and best use analyses, market studies, consulting and evaluation of office buildings, hotels/motels, apartments, condominiums, warehouses, vacant land, single-family homes, retail stores, restaurants, shopping centers, mixed-use projects, golf courses and special purpose properties.

Since 1993, these assignments were primarily concentrated in South Florida, but with extensive work also completed on properties located throughout the state. Throughout his career, Mr. Mlinar has completed appraisals, analyses and consulting on properties located in 20 states and in Uruguay.

Designations and Licenses

MAI	Member, Appraisal Institute, currently certified
SRA	Member, Appraisal Institute, currently certified
Florida	State-Certified General Real Estate Appraiser RZ1916
Florida	Licensed Real Estate Salesperson SL654868

APPENDIX 7

Appendix 7

Summary of Public Revenue Impact

		Over 30 years		Over 99 years	
	2022 (Yr 4)	*Total*	*NPV @ 5%*	*Total*	*NPV @ 5%*
CITY					
Hotel Lease					
Minimum Fixed Rent	$1.5m	$53m	$21m	$417m	$35m
Variable Rent	1.5m	59m	23m	466m	39m
Percentage Rent (4% Gross)	$2.9m	112m	44m	883m	74m
Taxes					
CRA City (thru 3/2044)	1.1m	34m	16m	34m	16m
CRA County (thru 3/2044)	0.8m	26m	12m	26m	12m
New Resort Tax (Hotel 1%)	0.8m	30m	12m	229m	20m
Resort Tax (Hotel 3%, F&B 2%)	3.0m	118m	48m	902m	79m
CDT Allocation (thru 2044)	1.5m	36m	16m	36m	16m
Property Taxes*	0.1m	13m	4m	326m	16m
Subtotal	7.2m	258m	108m	1,553m	159m
CITY TOTAL	$10.1m	$369m	$151m	$2,436m	$233m
COUNTY					
Convention Devl. Tax (3%)	0.8m	54m	20m	650m	44m
Local Option Sales Tax (1%)	1.1m	44m	18m	336m	29m
Property Taxes*	0.1m	12m	4m	266m	14m
Subtotal County	2.0m	110m	42m	1,252m	87m
SCHOOLS (Property Tax)	1.5m	60m	24m	453m	40m
OTHER PROPERTY**	0.2m	7m	3m	55m	5m
STATE SALES TAX (6%)	6.6m	264m	107m	2,019m	176m
TOTAL	**$20.4m**	**$810m**	**$327m**	**$6,215m**	**$540m**

* 95% of general property taxes allocated to CRA through 3/2044

** Regional property tax and Children's Trust property tax

Key Assumptions:

All analysis completed on a calendar year basis

Year 1 through 10 based on developer proforma

Assumed 2% growth rate beginning in year 11 and beyond

NPV to 2016

$1.5m of County CDT allocated to City beginning in third year of hotel opening through 2044

Sources: Portman, City of Miami Beach, SAG.

1915 • 2015
MIAMIBEACH

CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARING AND INTENT TO CONSIDER A DEVELOPMENT AND GROUND LEASE AGREEMENT

NOTICE IS HEREBY given that a Second Reading/Public Hearing will be heard by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, September 2, 2015 at 11:00 a.m.**, or as soon thereafter as the matter can be heard, to consider:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Approving, Following Second Reading/Public Hearing, A Development And Ground Lease Agreement, As Authorized, Respectively, Under Section 118-4 Of The City Code, Sections 163.3220 - 163.3243, Florida Statutes, And Section 82-37 Of The City Code, 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 On The Northeast Corner Of 17th Street And Convention Center Drive, 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 Annual Base Rent To The City, After The Hotel Opens, Of The Greater of Minimum Fixed Rent Or A Percentage Of The Gross Revenues Of The Hotel, Among Other Rent.

PROPERTY: The proposed Leased Property consists of a portion of Folio No. 02-3227-000-0090, on an approximately 2.65 acre site on the northeast corner of 17th Street and Convention Center Drive, 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.

PERMITTED USES: The proposed Development and Ground Lease Agreement does not amend the main permitted uses under the City's Land Development Regulations, which include parking lots, garages, performing arts and cultural facilities; hotel; merchandise mart; commercial or office development; landscape open space; parks and any use that is customarily associated with a convention center or governmental buildings and uses.

Under the City's Land Development Regulations, the maximum building intensity for this zoning district (the CCC Civic and Convention Center district) is a floor area ratio of 2.75. The maximum building height for a hotel is 300 feet. The scale of the hotel use is limited by setback, height, floor area ratio, minimum room size, parking requirements of .4 spaces per room and other provisions of the City's Land Development Regulations. The City's Land Development Regulations do not provide for population densities for this zoning district.

The height of any habitable building on the Leased Property shall not exceed 300 feet to the top of the roof, and architectural projections will comply with the terms of the City's Land Development Regulations.

A copy of the proposed Development and Ground Lease Agreement is 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. Inquiries may be directed to the Office of the City Attorney at 305.673.7470.

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 Office of the City Clerk, 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 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 1059

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS
SEPTEMBER 2, 2015

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 **September 2, 2015,** at the times listed, or as soon thereafter as the matter can be heard:

10:35 a.m.
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 18-310, Entitled, "Requirements For Issuance Of License," By Requiring A Notarized Letter Before Issuance Of Valet Parking License; By Deleting Section 18-311, Entitled, "Employers And Valet Operators Code Of Conduct," And Creating A New Section 18-311, Entitled "Operation Of Service," By Removing Language That Allowed The Leasing Of Municipal Spaces; By Removing Section 18-312, Entitled, "Operation Of Service;" By Deleting Section 18-313, Entitled, "Special Event Permit;" By Deleting Section 18-314, Entitled, "Enforcement, Fine Schedule, And Right Of Appeal;" By Deleting Section 18-315, Entitled, "Compliance Date;" By Amending Division 2, Entitled, "Valet Parking Permits For Use Of Public Property," By Amending Section 18-336, Entitled, "Separate Permit Required," Authorizing Consolidation Of Valet Parking Ramps And Identifying The Types Of Uses For Space Rental Valet Parking; By Amending Section 18-337, Entitled, "Requirements," Which Establishes Submission Standards For A Valet Parking Operational Plan; By Deleting Section 18-339, Entitled, "Cancellation And Revocation;" And Creating A New Section 18-339, Entitled, "Private Storage Of Valet Vehicles," Which Requires The Parking Director To Confirm Sufficient Rental Storage Capacity; By Creating A New Section 18-340, Entitled, "Employees And Valet Operators Code Of Conduct" That Establishes The Code Of Conduct Standards For Valet Operators And Their Employees; By Creating A New Section 18-341, Entitled, "Operation Of Service," Which Requires The Identification Of Rented Spaces, Ramping, On-Call Valet Ramps, Storage And Valet Parking Street Furniture; By Creating A New Section 18-342, Entitled, "Exceptions," That Permits Valet Service In Residential Zoned Areas; By Creating A New Section 18-343, Entitled, "Penalties And 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," Which Modifies The Permissible Operations Of Public Spaces For Ramping; And The Deletion Of Section 18-362, Entitled, "Rental Of Additional Parking For Storage Of Vehicles," Providing For Repealer, Severability, Codification, And An Effective Date. *Inquiries may be directed to the Parking Department at 305.673.7505.*

10:40 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 2-12, 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. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

11:00 a.m.
A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Approving, Following Second Reading/Public Hearing, A Development And Ground Lease Agreement, As Authorized, Respectively, Under Section 118-4 Of The City Code, Sections 163.3220 - 163.3243, Florida Statutes, And Section 82-37 Of The City Code, 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 On The Northeast Corner Of 17th Street And Convention Center Drive, 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 Annual Base Rent To The City, After The Hotel Opens, Of The Greater of Minimum Fixed Rent Or A Percentage Of The Gross Revenues Of The Hotel, Among Other Rent. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

11:05 a.m.
A Resolution Adopting The Sixth Amendment To The Capital Budget For Fiscal Year 2014/15. *Inquiries may be directed to the Office of Budget & Performance Improvement at 305.673.7510.*

2:00 p.m.
A Resolution Of The Chairperson And Members Of The Miami Beach Redevelopment Agency (RDA), Accepting The Recommendations Of The Finance And Citywide Projects Committee; Waiving The Competitive Bidding Requirement, Finding Such Waiver To Be In The Best Interest Of The RDA; And Approving And Authorizing The Chairperson And Secretary To Execute A Lease Agreement With Artconnection International, Inc. (Tenant), In Connection With The Use Of Suite No. 6 At The Anchor Shops, Located At 100 16th Street, Suite No. 6, Miami Beach, Florida (Premises); Said Lease Having An Initial Term Of Five (5) Years, Commencing On November 12, 2015, With Two Renewal Options (At Tenant's Option), Of Three (3) Years And One (1) Year And 364 Days, Respectively. *Inquiries may be directed to the Office of Tourism, Culture and Economic Development at 305.673.7577.*

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.

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Rafael E. Granado, City Clerk
City of Miami Beach

1449

EXHIBIT "B"

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R7 - Resolutions

R7K A Resolution Calling For A March 15, 2016 Special Election, For The Purpose Of Submitting To The Electorate Of The City Of Miami Beach, Florida A Question Asking Whether The City Should Lease 5,100 Square Feet Of Beachfront Property At Allison Park, 6475 Collins Avenue, To Sabrina Cohen Wellness Center Project, Inc., A Not-For-Profit Corporation, For 99 Years, With Rent Of $18.00 Annually, Requiring, Per Resolution 2015_____, Construction/Operation Of Privately Funded Accessible Wellness Center With 50 Foot Height Limit (Including Physical Therapy, Adaptive Gym, And Pool) To Serve Persons With Disabilities; And Discounts To Disabled Residents And Disabled Military Service Members?

(Office of the City Attorney)

(Item to be Submitted in Supplemental)

Agenda Item R7K
Date 12-9-15

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Condensed Title:

A Resolution authorizing the Miami-Dade County canvassing board for the March 15, 2016 Presidential Preference Primary Election to serve as the canvassing board for the City of Miami Beach's Special Election to be held on March 15, 2016.

Key Intended Outcome Supported:

Increase community satisfaction with City government.

Item Summary/Recommendation:

During the December 9, 2015 City Commission meeting, the members of the City Commission will consider calling a Special Election to be held on Tuesday, March 15, 2016, in conjunction with the Presidential Preference Primary Election. Pursuant to Florida Statutes, an election canvassing board is charged with responsibilities relating to the conduct of elections. The attached Resolution has been prepared for the purpose of formally authorizing the Miami-Dade County Canvassing Board to serve as the Canvassing Board for the City of Miami Beach's March 15, 2016 Special Election, if one is called, which would be held in conjunction with the Presidential Preference Primary Election.

If a March 15, 2016 Special Election is called, the Administration recommends that the Mayor and City Commission authorize the Miami-Dade County Canvassing Board to serve as the Canvassing Board for the City of Miami Beach's March 15, 2016 Special Election.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1	Estimated $30,287.40 – March 15, 2016 Special Election – Cost from County.	011-9322-000312
	2	Approximately $45,000.00 in legally mandated advertisements, required by the Florida Statutes and the City Code.	011-9322-000312
OBPI	Total	$75,278.40	

City Clerk's Office Legislative Tracking:

Rafael E. Granado, City Clerk

Sign-Offs:

City Clerk	City Attorney	City Manager
REG	RJA	N/A

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MIAMIBEACH

AGENDA ITEM R7L
DATE 12-9-15

MIAMIBEACH

OFFICE OF THE CITY CLERK

RAFAEL E. GRANADO, CITY CLERK

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

CC: Jimmy L. Morales, City Manager

FROM: Raul J. Aguila, City Attorney
Rafael E. Granado, City Clerk

DATE: December 9, 2015

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING THE MIAMI-DADE COUNTY CANVASSING BOARD FOR THE MARCH 15, 2016 PRESIDENTIAL PREFERENCE PRIMARY ELECTION TO SERVE AS THE CANVASSING BOARD FOR THE CITY OF MIAMI BEACH'S SPECIAL ELECTION TO BE HELD ON MARCH 15, 2016.

RECOMMENDATION

Approve a resolution authorizing the Miami-Dade County Canvassing Board for the March 15, 2016 Presidential Preference Primary Election to serve as the Canvassing Board for the City if Miami Beach's Special Election to be held on March 15, 2016, if such an election is called.

ANALYSIS

During the December 9, 2015 City Commission meeting, the members of the City Commission will consider calling a Special Election to be held on Tuesday, March 15, 2016, in conjunction with the Presidential Preference Primary Election[1]. Pursuant to Florida Statutes, an election canvassing board is charged with responsibilities relating to the conduct of elections. The attached Resolution has thus been prepared for the purpose of formally authorizing the Miami-Dade County Canvassing Board to serve as the Canvassing Board for

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[1]The City Commission approved the following Resolution on September 2, 2015:

- Referendum Re: Use of Rent Payments Received by City from Convention Center Hotel Lease. (Note that placement of this ballot question on the March 15, 2016 Special Election is contingent on the approval of the placement of the Lease of City Property for Convention Center Hotel referendum on the March 15, 2016 ballot.)

The City Commission will consider the following two (2) Resolutions on December 9, 2015:

- Referendum Re: Approval of City's Lease of City Property for Convention Center Hotel; and
- Referendum Re: Approval of City's Lease of City Property for Sabrina Cohen Wellness Center Project.

the City of Miami Beach's March 15, 2016 Special Election, if one is called, which would be held in conjunction with the Presidential Preference Primary Election.

FINANCIAL IMPACT

The Miami-Dade County Elections Department has provided an estimate of $30,287.40 for a March 15, 2015 Special Election, which includes canvassing costs. (See attached DOE Estimate.) Additionally, the City will incur approximately $45,000 in legally mandated advertisements, required by the Florida Statutes and the City Code, to notice this Special Election.

CONCLUSION

If a March 15, 2016 Special Election is called, the Administration recommends that the Mayor and City Commission authorize the Miami-Dade County Canvassing Board to serve as the Canvassing Board for the City of Miami Beach's March 15, 2016 Special Election.

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING THE MIAMI-DADE COUNTY CANVASSING BOARD FOR THE MARCH 15, 2016 PRESIDENTIAL PREFERENCE PRIMARY ELECTION TO SERVE AS THE CANVASSING BOARD FOR THE CITY OF MIAMI BEACH'S SPECIAL ELECTION TO BE HELD ON MARCH 15, 2016.

WHEREAS, on March 15, 2016, Miami-Dade County will be conducting the Presidential Preference Primary Election, at which time the City of Miami Beach has authorized the holding of a Special Election relating to proposed referendums; and

WHEREAS Miami-Dade County is charged with the full responsibility of conducting the subject Election, except for accepting the Miami-Dade County's Certificate of Election Results concerning the City of Miami Beach's Special Election, which duty is within the Miami Beach City Commission's purview; and

WHEREAS, the Miami-Dade County Canvassing Board for the County's March 15, 2016 Election is charged with the statutory responsibilities relating to the conduct the subject election and is hereby further authorized to act consistent with said responsibilities as the Canvassing Board for the City of Miami Beach's March 15, 2016 Special Election.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, that the Miami-Dade County Canvassing Board for the March 15, 2016 Presidential Preference Primary Election is hereby authorized to act as the Canvassing Board for the City of Miami Beach's March 15, 2016 Special Election.

PASSED and ADOPTED this 9th day of December 2015.

ATTEST:

_____
PHILIP LEVINE,
MAYOR

_____
RAFAEL E. GRANADO,
CITY CLERK

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney — 11-25-15 Date

ESTIMATE

Piggyback with Presidential Preference Primary Election - March 15, 2016

Rafael E. Granado, City Clerk
City of Miami Beach
1700 Convention Center Drive, #200
Miami Beach, FL 33139

Estimate N°: MB-PB-PPP-2016
Estimate Date: September 29, 2016

Registered Voters:	50,248	Early Voting Days:	14
Precincts:	24	Early Voting Sites:	20
Polling Places:	24		
Permanent Absentee Ballots:	6,688		

Personnel *Salaries & Fringe Benefits, Overtime, Poll Workers*	$ -
Polling Places *Security, Polling Place Rentals*	-
Supplies and Services *Absentee Ballots Set Up*	-
Trucks and Vehicles *Truck Rentals, GSA Vehicles*	-
Printing and Advertising *Absentee, Early Voting & Precinct Ballots*	25,124.00
Postage *Absentee Ballots Sent and Business Reply*	-
Ballot Creation *In-House & Outside Contractual Services, Translations - Based on one question*	2,410.00
Administrative Overhead *Indirect Costs, Logic & Accuracy, Post-Election Audits*	2,753.40
*TOTAL	$ 30,287.40

* *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

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Condensed Title:

A Resolution Recognizing and Approving Early Voting For The March 15, 2016City Of Miami Beach Special Election.

Key Intended Outcome Supported:

N/A

Item Summary/Recommendation:

During the December 9, 2015 City Commission meeting, the members of the City Commission will consider calling a Special Election to be held on Tuesday, March 15, 2016, in conjunction with the Presidential Preference Primary Election. Section 101.657(1)(d) of the Florida Statutes (the "Early Voting" Statute), requires that each County's Supervisor of Elections commence early voting on the 10th day before an election that contains State or Federal races and end on the 3rd day before the election; providing early voting for no less than 8 hours and no more than 12 hours per day at each site during the applicable period. In addition, early voting may be offered at the discretion of the Supervisor of Elections on the 15th, 14th, 13th, 12th, 11th, or 2nd day before an election that contains State or Federal races for at least 8 hours per day, but not more than 12 hours per day.

Inasmuch as Florida's Election Code states that municipalities may provide early voting only in municipal elections that are not held in conjunction with County or State elections, if the City Commission approves a Special Election on March 15, 2016, the County will be responsible for conducting the related early voting activities. Accordingly, the Miami-Dade County Supervisor of Elections has tentatively designated February 29 – March 13, 2016 as the early voting dates, and has tentatively designated the Miami Beach Regional Library, 227 22nd Street, and the North Shore Branch Library, Program Room, 7501 Collins Avenue, as the early voting locations within the City of Miami Beach:

Upon receipt from the Miami-Dade County Elections Department of the final early voting schedule and locations for the anticipated March 15, 2016 Special Election, the City Clerk will report this information to the Mayor and Commissioners via Letter to Commission (LTC), and will further post the information on the City's website.

If a March 15, 2016 Special Election is called, it is recommended that the Mayor and City Commission recognize and approve early voting for the March 15, 2016 City of Miami Beach Special Election, said early voting to be conducted in accordance with the provisions of the attached Resolution and Section 101.657, Florida Statutes.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1	Estimated $30,110.30 – March 15, 2016Special Election – Cost from County.	011-9322-000312
	2	Approximately $45,000 in legally mandated advertisements, required by the Florida Statutes and the City Code.	011-9322-000312
OBPI	Total	$75,110.30	

City Clerk's Office Legislative Tracking:

Rafael E. Granado, City Clerk

Sign-Offs:

City Clerk	City Attorney	City Manager
REG	RJA	N/A

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MIAMIBEACH

AGENDA ITEM R7M

DATE 12-9-15

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: Raul J. Aguila, City Attorney
Rafael E. Granado, City Clerk

CC: Jimmy L. Morales, City Manager

DATE: December 9, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA RECOGNIZING AND APPROVING EARLY VOTING FOR THE MARCH 15, 2016 CITY OF MIAMI BEACH SPECIAL ELECTION.**

RECOMMENDATION

Approve a resolution recognizing and approving early voting, contingent upon the City of Miami Beach calling for a Special Election to be held on Tuesday, March 15, 2016, in conjunction with the Presidential Preference Primary Election.

ANALYSIS

During the December 9, 2015 City Commission meeting, the members of the City Commission will consider calling a Special Election to be held on Tuesday, March 15, 2016, in conjunction with the Presidential Preference Primary Election.[1] Section 101.657(1)(d) of the Florida Statutes (the "Early Voting" Statute), requires that each County's Supervisor of Elections commence early voting on the 10th day before an election that contains State or Federal races and end on the 3rd day before the election; providing early voting for no less than 8 hours and no more than 12 hours per day at each site during the applicable period. In addition, early voting may be offered at the discretion of the Supervisor of Elections on the 15th, 14th, 13th, 12th, 11th, or 2nd day before an election that contains State or Federal races for at least 8 hours per day, but not more than 12 hours per day.

Inasmuch as Florida's Election Code states that municipalities may provide early voting only in municipal elections that are not held in conjunction with County or State elections, if the City Commission approves a Special Election on March 15, 2016, the County will be responsible for conducting the related early voting activities. Accordingly, the Miami-Dade County Supervisor of

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[1] The City Commission approved the following Resolution on September 2, 2015:

- Referendum Re: Use of Rent Payments Received by City from Convention Center Hotel Lease. (Note that placement of this ballot question on the March 15, 2016 Special Election is contingent on the approval of the placement of the Lease of City Property for Convention Center Hotel referendum on the March 15, 2016 ballot.)

The City Commission will consider the following two (2) Resolutions on December 9, 2015:

- Referendum Re: Approval of City's Lease of City Property for Convention Center Hotel; and
- Referendum Re: Approval of City's Lease of City Property for Sabrina Cohen Wellness Center Project.

Elections has tentatively designated the following early voting schedule for the March 15, 2016 City Special Election, and has tentatively designated the Miami Beach Regional Library, 227 22nd Street and the North Shore Branch Library, Program Room, 7501 Collins Avenue, as the early voting locations within the City of Miami Beach:

WEEK 1:

DATE	TIME
Monday, February 29, 2016	To Be Determined by Supervisor of Elections
Tuesday, March 1, 2016	To Be Determined by Supervisor of Elections
Wednesday, March 2, 2016	To Be Determined by Supervisor of Elections
Thursday, March 3, 2016	To Be Determined by Supervisor of Elections
Friday, March 4, 2016	To Be Determined by Supervisor of Elections
Saturday, March 5, 2016	To Be Determined by Supervisor of Elections
Sunday, March 6, 2016	To Be Determined by Supervisor of Elections

WEEK 2:

DATE	TIME
Monday, March 7, 2016	To Be Determined by Supervisor of Elections
Tuesday, March 8, 2016	To Be Determined by Supervisor of Elections
Wednesday, March 9, 2016	To Be Determined by Supervisor of Elections
Thursday, March 10, 2016	To Be Determined by Supervisor of Elections
Friday, March 11, 2016	To Be Determined by Supervisor of Elections
Saturday, March 12, 2016	To Be Determined by Supervisor of Elections
Sunday, March 13, 2016	To Be Determined by Supervisor of Elections

Upon receipt from the Miami-Dade County Elections Department of the final early voting schedule and locations for the anticipated March 15, 2016 Special Election, the City Clerk will report this information to the Mayor and Commissioners via Letter to Commission (LTC), and will further post the information on the City's website.

FINANCIAL INFORMATION

The Miami-Dade County Elections Department has provided the City Clerk with an estimate of $30,287.40 for the March 15, 2016 Special Election, which includes the costs of 14 early voting days. (See Department of Election Estimate.) Additionally, the City will incur approximately $45,000 in legally mandated advertisements, required by the Florida Statutes and the City Code, to notice this Special Election.

CONCLUSION

If a March 15, 2016 Special Election is called, it is recommends that the Mayor and City Commission recognize and approve early voting for the March 15, 2016 City of Miami Beach Special Election, said early voting to be conducted in accordance with the provisions of the attached Resolution and Section 101.657, Florida Statutes.

Attachment

RJL/REG
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ESTIMATE

Piggyback with Presidential Preference Primary Election - March 15, 2016

Rafael E. Granado, City Clerk
City of Miami Beach
1700 Convention Center Drive, #200
Miami Beach, FL 33139

Estimate N°: MB-PB-PPP-2016
Estimate Date: September 29, 2016

Registered Voters:	50,248	Early Voting Days:	14
Precincts:	24	Early Voting Sites:	20
Polling Places:	24		
Permanent Absentee Ballots:	6,688		

Personnel *Salaries & Fringe Benefits, Overtime, Poll Workers*	$ -
Polling Places *Security, Polling Place Rentals*	-
Supplies and Services *Absentee Ballots Set Up*	-
Trucks and Vehicles *Truck Rentals, GSA Vehicles*	-
Printing and Advertising *Absentee, Early Voting & Precinct Ballots*	25,124.00
Postage *Absentee Ballots Sent and Business Reply*	-
Ballot Creation *In-House & Outside Contractual Services, Translations - Based on one question*	2,410.00
Administrative Overhead *Indirect Costs, Logic & Accuracy, Post-Election Audits*	2,753.40
*TOTAL	$ 30,287.40

* *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 RECOGNIZING AND APPROVING EARLY VOTING FOR THE MARCH 15, 2016 CITY OF MIAMI BEACH SPECIAL ELECTION.

WHEREAS, the City of Miami Beach has scheduled a Special Election to be held on Tuesday, March 15, 2016 in conjunction with the Presidential Preference Primary Election for the purpose of presenting to the City's electorate ballot questions; and

WHEREAS, the City Commission hereby recognizes and approves early voting for the March 15, 2016 City of Miami Beach Special Elections; and

WHEREAS, in recognition of the 2013 statutory amendments to Florida Statute Section 101.657(1)(d) governing "Early Voting," the City Commission hereby acknowledges that each County's Supervisor of Elections is required to provide for early voting to begin on the 10th day before an election that contains State or Federal races and end on the 3rd day before the election; and providing early voting for no less than 8 hours and no more than 12 hours per day at each site during the applicable period; in addition, early voting may be offered at the discretion of the Supervisor of Elections on the 15th, 14th, 13th, 12th, 11th, or 2nd day before an election that contains State or Federal races for at least 8 hours per day, but not more than 12 hours per day; and

WHEREAS, Florida's Election Code states that municipalities may provide early voting only in municipal elections that are not held in conjunction with County or State elections, therefore the County will be responsible for conducting early voting activities related to the City's March 15, 2016 Special Election; and

WHEREAS, the Miami-Dade County Supervisor of Elections has tentatively designated the following early voting schedule for the March 15, 2016 City Special Election, and has tentatively designated the Miami Beach Regional Library, 227 22nd Street and the North Shore Branch Library, Program Room, 7501 Collins Avenue, as the early voting locations within the City of Miami Beach:

WEEK 1:

DATE	TIME
Monday, February 29, 2016	To Be Determined by Supervisor of Elections
Tuesday, March 1, 2016	To Be Determined by Supervisor of Elections
Wednesday, March 2, 2016	To Be Determined by Supervisor of Elections
Thursday, March 3, 2016	To Be Determined by Supervisor of Elections
Friday, March 4, 2016	To Be Determined by Supervisor of Elections
Saturday, March 5, 2016	To Be Determined by Supervisor of Elections
Sunday, March 6, 2016	To Be Determined by Supervisor of Elections

WEEK 2:

DATE	TIME
Monday, March 7, 2016	To Be Determined by Supervisor of Elections
Tuesday, March 8, 2016	To Be Determined by Supervisor of Elections
Wednesday, March 9, 2016	To Be Determined by Supervisor of Elections
Thursday, March 10, 2016	To Be Determined by Supervisor of Elections
Friday, March 11, 2016	To Be Determined by Supervisor of Elections
Saturday, March 12, 2016	To Be Determined by Supervisor of Elections
Sunday, March 13, 2016	To Be Determined by Supervisor of Elections

WHEREAS, the Miami-Dade County Elections Department has provided the City Clerk with an estimate of $30,287.40 for the City's March 15, 2016 Special Election, which includes the costs of 14 early voting days (See Department of Election Estimate of cost); and

WHEREAS, upon receipt from the Miami-Dade County Elections Department of the final early voting schedule and locations for the anticipated March 15, 2016 Special Election, the City Clerk will report this information to the Mayor and Commissioners via Letter to Commission (LTC), and will further post the information on the City's website.

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 recognize and approve early voting for the March 15, 2016 City of Miami Beach Special Election, said early voting to be conducted in accordance with the provisions of this Resolution.

PASSED and ADOPTED this 9th day December 2015.

Philip Levine, Mayor

ATTEST:

Rafael E. Granado, City Clerk

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney — Date 11/25/15

Condensed Title:

A Resolution approving funding and an expenditure in an amount not to exceed $25,000, for the public purpose of informing and educating the voters regarding the ballot questions on the City's March 15, 2016 Special Election, which will be held in conjunction with the Presidential Preference Primary Election, in order to achieve a more informed electorate vote.

Key Intended Outcome Supported:

Increase community satisfaction with City government.

Item Summary/Recommendation:

The voters of the City of Miami Beach may be presented with three (3) Special Election City ballot questions on the March 15, 2016 Presidential Preference Primary Election. The subject of the City ballot questions are:

1. Referendum Re: Use of Rent Payments Received by City from Convention Center Hotel Lease;
2. Referendum Re: Approval of City's Lease of City Property for Convention Center Hotel; and
3. Referendum Re: Approval of City's Lease of City Property for Sabrina Cohen Wellness Center Project.

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 of these questions, 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. As the MB magazine does not publish in February 2016 (scheduled publications are January, April, July and October), the Administration is seeking funding in an amount not to exceed $25,000, to produce a direct mailer and video, including printing, graphics, translation services, layout, mailing, postage and other miscellaneous costs as needed to disseminate the information.

This expenditure will 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.

The Administration recommends that the Mayor and City Commission adopt the Resolution approving funding and an expenditure in an amount not to exceed $25,000 for the public purpose of informing and educating the voters of the City of Miami Beach regarding the City's Special Election ballot questions on the March 15, 2016 Presidential Preference Primary Election in order to achieve a more informed electorate vote.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
OBPI	1	Not to exceed $25,000	011-9322-000312
	Total	Not to exceed $25,000	

Financial Impact Summary: See above.

City Clerk's Office Legislative Tracking:

Office of the City Clerk

Sign-Offs:

Department Directors	Assistant City Manager	City Manager
REG NR		JLM

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MIAMIBEACH

AGENDA ITEM R7N
DATE 12-9-15

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: December 9, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING FUNDING AND AN EXPENDITURE IN AN AMOUNT NOT TO EXCEED $25,000 FOR THE PUBLIC PURPOSE OF INFORMING AND EDUCATING THE VOTERS OF THE CITY OF MIAMI BEACH REGARDING THE BALLOT QUESTIONS IN THE CITY'S SPECIAL ELECTION ON MARCH 15, 2016, WHICH WILL BE HELD IN CONJUNCTION WITH THE PRESIDENTIAL PREFERENCE PRIMARY 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 three (3) City Special Election ballot questions on the March 15, 2016 Presidential Preference Primary Election. The subject of the City ballot questions are:

1. Referendum Re: Use of Rent Payments Received by City from Convention Center Hotel Lease;
2. Referendum Re: Approval of City's Lease of City Property for Convention Center Hotel; and
3. Referendum Re: Approval of City's Lease of City Property for Sabrina Cohen Wellness Center Project.

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 of these questions, 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. As the MB magazine does not publish in February 2016 (scheduled publications are January, April, July and October), the Administration is seeking funding in an amount not to exceed $25,000[1], to produce a direct mailer[2] and video, including printing,

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[1] **Eight (8) page voter's guide estimate:**

Printing 8 page voter's guide:	$ 7,500.00
Postage for 31,430 addresses:	$ 8,000.00
Processing of 35,000 voter's guides:	$ 2,500.00
Translation	$ 1,500.00
List of registered voters households	$ 50.00
Video production and miscellaneous costs	$ 5,000.00
Total	**$24,550.00**
Rounded up to the nearest thousand	**$25,000.00**

[2] As of November 12, 2015, there were 31,430 registered voter households in the City of Miami Beach.

graphics, translation services, layout, mailing, postage and other miscellaneous costs as needed to disseminate the information.

This expenditure will 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 approving funding and an expenditure in an amount not to exceed $25,000 for the public purpose of informing and educating the voters of the City of Miami Beach regarding the City Special Election ballot questions on the March 15, 2016 Presidential Preference Primary Election in order to achieve a more informed electorate vote.

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 FUNDING AND AN EXPENDITURE IN AN AMOUNT NOT TO EXCEED $25,000 FOR THE PUBLIC PURPOSE OF INFORMING AND EDUCATING THE VOTERS OF THE CITY OF MIAMI BEACH REGARDING THE BALLOT QUESTIONS IN THE CITY'S SPECIAL ELECTION ON MARCH 15, 2016, WHICH WILL BE HELD IN CONJUNCTION WITH THE PRESIDENTIAL PREFERENCE PRIMARY ELECTION, IN ORDER TO ACHIEVE A MORE INFORMED ELECTORATE VOTE.

WHEREAS, the voters of the City of Miami Beach may be presented with three (3) City ballot questions in the City's Special Election on March 15, 2016, which will be held in conjunction with the Presidential Preference Primary Election; and

WHEREAS, the three (3) City ballot questions are referendums regarding the Use of Rent Payments Received by City from Convention Center Hotel Lease; Approval of City's Lease of City Property for Convention Center Hotel; and Approval of City's Lease of City Property for Sabrina Cohen Wellness Center Project - all of which issues affect and involve the interests of the City of Miami Beach and its citizens; 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 that may include video presentation on the City's cable channel, a voter's guide, and other means, the Administration is requesting approval to spend up to $25,000.00 in budgeted amounts for video production, printing, graphics, translation services, layout, mailing, advertising, postage 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 three (3) City Special Election ballot questions that will appear on the March 15, 2016 Presidential Preference Primary Election, and thus approve the expenditure of budgeted funds up to $25,000.00 in furtherance of the aforementioned public policy, which is intended to benefit the public good and serve a public purpose.

PASSED and **ADOPTED** this 9th day of December 2015.

ATTEST:

_____
PHILIP LEVINE, MAYOR

_____
RAFAEL E. GRANADO, CITY CLERK

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney — Date 11-25-15

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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: Eve A. Boutsis, Chief Deputy City Attorney
Office of City Attorney, Raul Aguila

DATE: December 9, 2015

SUBJECT: **Mount Sinai Baywalk Easement**

TITLE: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA ("CITY") APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A BAYWALK EASEMENT BETWEEN MOUNT SINAI MEDICAL CENTER OF FLORIDA, A FLORIDA NOT-FOR-PROFIT CORPORATION (MOUNT SINAI), AS GRANTOR, AND THE CITY, AS GRANTEE AS CONTEMPLATED IN CITY RESOLUTION 2014-28609 (WHICH RESOLUTION AUTHORIZED A $15,000,000 GRANT TO MOUNT SINAI MEDICAL) GRANTING THE CITY THE RIGHT TO DEVELOP, DESIGN, CONSTRUCT, OPERATE, AND MAINTAIN A PUBLIC BAYWALK ALONG THE NORTHERN AND WESTERN BOUNDARIES OF THE MOUNT SINAI PROPERTY FOR THE PUBLIC'S USE.**

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission adopt the Resolution.

BACKGROUND

Pursuant to Resolution No. 2014-28609, the City Commission authorized a grant to Mount Sinai Medical Center of Florida, Inc. (Mount Sinai), a Florida non-profit corporation, in the amount of $15,000,000, paid in annual installments over a 15-year term of $1,000,000 (the "Grant Monies"). The Grant Monies were required to be used solely for an Emergency Room (ER) Project.

Agenda Item R70
Date 12-9-15

Additionally, Mount Sinai, as one of the conditions of the grant agreement, agreed to grant the City a baywalk easement along the North and Western portions of the property for the public's use. The cost of construction, design, operation, and maintenance of the baywalk would be at the City's sole expense.

Mount Sinai requested a provision relating to repair of the Mount Sinai seawall, as a result of "negligence or willful misconduct" of the City, or licensees. The City did not agree to this request and it was not included in the draft baywalk easement agreement.

The City Commission, in authorizing Resolution No. 2014-28609, required that the baywalk easement come back to the City Commission for final approval.

CONCLUSION

The Administration recommends that the City Commission adopt the Resolution authorizing the baywalk easement agreement.

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA ("CITY") APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A BAYWALK EASEMENT BETWEEN MOUNT SINAI MEDICAL CENTER OF FLORIDA, A FLORIDA NOT-FOR-PROFIT CORPORATION (MOUNT SINAI), AS GRANTOR, AND THE CITY, AS GRANTEE, AS CONTEMPLATED IN RESOLUTION NO. 2014-28609 (WHICH RESOLUTION AUTHORIZED A $15,000,000 GRANT TO MOUNT SINAI MEDICAL) GRANTING THE CITY THE RIGHT TO DEVELOP, DESIGN, CONSTRUCT, OPERATE, AND MAINTAIN A PUBLIC BAYWALK ALONG THE NORTHERN AND WESTERN BOUNDARIES OF THE MOUNT SINAI PROPERTY FOR THE PUBLIC'S USE.

WHEREAS, on June 11, 2014, the Mayor and City Commission approved Resolution No. 2014-28609 (the Resolution), authorizing a Grant Agreement with Mount Sinai Medical Center of Florida, Inc. (Mount Sinai), in the amount of $15,000,000 (the Grant), subject to and conditioned upon the additional conditions set forth in the Resolution including, without limitation, the successful negotiation and the final execution by the City and Mount Sinai of 1) the Grant; 2) a Lease Agreement between the City (as Lessee) and Mount Sinai (as Lessor) for the City's Emergency Management Office; and 3) a perpetual public access baywalk easement granted by Mount Sinai in favor of the City for the purpose of the City's design, construction, management, and operation of a public baywalk along the northern and western boundaries of the Mount Sinai property; and

WHEREAS, the City and Mount Sinai also negotiated the following additional City benefits proferred by Mount Sinai, which benefits are enumerated in the Grant and are as follows: (I) 700 one-day parking vouchers provided to the City annually for distribution by the city to senior citizens; (II) quarterly outreach seminars provided by Mount Sinai at senior centers in the City, and (III) participation by Mount Sinai in programs related to health care and careers in the health care industry at schools located in the City; and

WHEREAS, the City Commission, in authorizing Resolution No. 2014-28609, requested that the City Commission review and approve the final baywalk easement agreement, prior to execution.

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 Baywalk Easement between Mount Sinai Medical Center of Florida, a Florida not-for-profit corporation (Mount Sinai), as grantor, and the City, as grantee as contemplated in Resolution No. 2014-28609 (which Resolution authorized a $15,000,000 grant to Mount Sinai Medical) granting the City the

right to develop, design, construct, operate, and maintain a public baywalk along the northern and western boundaries of the Mount Sinai property for the public's use.

PASSED and **ADOPTED this** _____ day of December, 2015.

ATTEST:

_____
Philip Levine, Mayor

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney

11/24/15
Date

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This instrument prepared by (and after recording return to):

Eve A. Boutsis
Chief Deputy City Attorney
City of Miami Beach
1700 Convention Center Drive
Fourth Floor
Miami Beach, Florida 33139

(Reserved for Clerk of Court)

BAYWALK EASEMENT AGREEMENT

THIS DECLARATION OF RESTRICTIONS AND EASEMENT AGREEMENT ("Agreement") is made and entered into as of the ___ day of _____, 2015, by and between the CITY OF MIAMI BEACH, a municipal corporation of the State of Florida (the "City"), with an address of 1700 Convention Center Drive, Miami Beach, Florida 33139, and Mount Sinai Medical Center of Florida, Inc., a Florida not-for-profit corporation ("Owner"), having an address of 4300 Alton Road, Miami Beach, Florida 33140.

RECITALS:

A. On June 11, 2014, the City authorized execution of a Grant Agreement with Owner, pursuant to City Resolution 2014-28609, in which Owner would receive a grant of $15,000,000 from the City, subject to, among other things, the Owner granting a perpetual public access easement to the City for the construction, operation and maintenance of a public baywalk along the waterfront boundaries of the Owner's property; and

B. Owner has agreed to open to the public a pedestrian walkway ("Baywalk") within the property legally described or depicted in Exhibit A attached hereto (the "Easement Area"), subject to the terms, conditions, reservations and restrictions set forth herein.

C. Owner is the owner in fee simple of the Easement Area, which is a portion of the Owner's hospital complex located at 4300 Alton Road, and commonly known as "Mount Sinai Hospital", as legally described or depicted on Exhibit B attached hereto (the "Property").

NOW, THEREFORE, in consideration of the premises, agreements and covenants set forth hereinafter, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owner hereby agree that the foregoing recitals are true and correct and further agree as follows:

1. Grant of Easements. Owner hereby grants to the City, for the use of the City, its agents, employees, contractors, representatives and licensees, and the members of the general public (collectively, the "Easement Beneficiaries"), commencing on the Effective Date (as defined below), a permanent, non-exclusive easement through the Easement Area, subject to the

terms, conditions, reservations and restrictions set forth below. The Easement Beneficiaries shall have access to the Easement Area solely from the portions of the Baywalk located directly north and south of, and contiguous to, the Easement Area (the "Designated Paths"). In no event shall the Easement Beneficiaries, by virtue of this Agreement, have access to the Easement Area by, through, across, under or over any other portion of the Property, other than to access the Baywalk from the Designated Paths; it being agreed that the sole points of access to the Easement Area are the locations noted in the immediately preceding sentence.

2. Easement Area. At the time this Agreement is recorded, the "Easement Area" shall refer to a meandering strip of land that is fifteen feet (15') in width within the portion of the Property described or depicted in Exhibit A attached hereto. On the Effective Date (as defined below), the final and actual "Easement Area" shall refer to and shall be a strip of land that runs immediately adjacent and parallel to the westernmost boundary of the Property, east of the seawall cap, and that extends to the easternmost edge of either the pedestrian walkway proposed within the foregoing 15 foot strip of land or if a fence, wall or other barrier shall be installed east of the pedestrian walkway and within the foregoing 15 foot strip of land, then to the westernmost edge of such fence, wall or other barrier. The Easement Area shall be located east of the existing seawall along the rear of the Property, and shall commence at the southwest corner of the property, and shall continue north along the rear of the Owner's property to the northeast corner of the waterfront portion of Owner's property. The minimum width of the walkway to be installed in the Easement Area shall be 15 feet. The City shall be responsible for all costs relating to the design, permitting, and construction of the Baywalk.

3. Effective Date. The easements granted herein are expressly conditioned upon the execution of both a Grant Agreement and a Lease Agreement between Owner and City, as contemplated in City Resolution 2014-28609. Therefore, the "Effective Date" shall commence upon the final execution and delivery of both the Grant Agreement and the Lease Agreement, which should occur simultaneously to the final execution and delivery of this Agreement.

4. Use of the Easement Area. The easements granted hereunder shall be for the purposes of (i) providing the Easement Beneficiaries with a non-exclusive way of passage through the Easement Area for the permitted public uses described in paragraph 4.a. below, and (ii) allowing ingress and egress for police, maintenance/sanitation personnel and/or emergency personnel of the City for the purposes described in (and the City's performance of its obligations under) this Agreement.

a. Permitted Public Uses. Owner and the City acknowledge and agree that the permitted uses of the Easement Area by the Easement Beneficiaries during the Operating Hours (as defined in paragraph 4.c. below) are as follows: jogging, walking, hiking along the bay, biking (non-motorized vehicles); and periodic and reasonable respites by the Easement Beneficiaries using the Baywalk to enjoy the view or to rest.

b. Prohibited Public Uses. Owner and the City acknowledge and agree that the following uses of the Easement Area are expressly prohibited: Easement Beneficiaries loitering and consuming alcohol on the Easement Area; Easement Beneficiaries using the Easement Area for destination activities including, but not limited to, picnicking and camping; Easement Beneficiaries using the Easement Area to launch or moor any marine vessels including, but not limited to, kayaks and similar personal watercraft; Easement Beneficiaries

using chairs, tents, or other temporary or permanent furniture during the Operating Hours; dogs and other pets not on leashes; and the operation of any motorized vehicles, skateboards, and scooters (except by policing authorities, maintenance/sanitation personnel and/or emergency personnel as contemplated hereunder).

c. Operating Hours. The Easement Area shall be open to the general public every day from sunrise to sunset ("Operating Hours"). Access by the Easement Beneficiaries to Easement Area shall only be restricted between sunset and sunrise; and as otherwise determined by the City Manager in the event of an emergency, dangerous condition, or other circumstance that would render usage of the Easement Area a safety risk.

5. Maintenance Responsibilities.

a. Easement Area. The City shall keep the Easement Area in good condition, reasonable wear and tear excepted. Except as otherwise expressly provided herein, the City shall be responsible for the maintenance and repair of the Easement Area; provided however that the Owner shall be responsible for the maintenance and repair of the Easement Area necessitated by or required as a result of the negligence of the Owner, its agents, employees, contractors, vendors, operators, representatives, licensees, or invitees, in its or their use of the Easement Area.

b. Seawall. The Owner shall retain its responsibilities for the maintenance and repair of the seawall abutting the entire length of the Easement Area (the "Abutting Seawall"), in accordance with all applicable laws, codes, rules, orders, approvals and regulations of Miami-Dade County, City of Miami Beach and any other governmental or quasi-governmental agency or authority with jurisdiction over the Easement Area.

6. Utilities. Owner hereby reserves the right to temporarily restrict access to appropriate portions of the Easement Area as may be necessary for the installation, use, maintenance, repair, replacement, relocation or removal of utility facilities. Owner shall provide reasonable notice to the City Manager of any intended temporary closure; provided however that Owner shall reserve a right to temporary close appropriate areas of the Easement Area without notice in emergency circumstances when such utility facilities may cause a safety risk.

7. City's Obligations.

a. Police. The City will police the Easement Area in a manner consistent with the other sections of public baywalks owned by the City, or on which the City has obtained rights of access through easement, covenant or otherwise, and which are open to the general public (hereinafter referred to as "publicly accessible baywalks in the City"). Owner agrees to submit legitimate complaints about any alleged noncompliance by the City with this requirement to the City Manager, in writing, for his/her review and appropriate action. The City's reasonable commercial efforts to enforce security measures consistent with that used in or on other sections of the publicly accessible baywalks in the City shall be accepted as satisfaction of the City's obligations under this paragraph 6.a. Any noncompliance by Owner and/or its agents, employees, contractors, vendors, operators, representatives, licensees, or invitees with any rules, regulations, ordinances or statutes applicable to the baywalk within the Easement Area shall not

be a basis for any legitimate complaint about alleged City noncompliance with the Easement Area pursuant to, this paragraph 6.a.

b. Sanitation. The City will, at its expense, provide removal of rubbish from the Easement Area on a twice weekly basis, not including fecal matter and vegetative debris that are the responsibility of adjacent property owner as applicable under the City Code.

c. Rules and Regulations. The City Commission may adopt uniform rules and regulations concerning the hours of operation, and the permitted uses of the Baywalk (including the baywalk within the Easement Area) not materially inconsistent with the terms and provisions of this Agreement.

d. FDEP licensure. Any application, either current or future, for the reconstruction, construction, alteration, renovation, or expansion of any water dependent structure west of the seawall of the Property, including, but not limited to docks, piers, platforms, davits and mooring piles, shall also include a public baywalk to ensure the construction of the Baywalk within the Easement Areas, which shall run the entire length of the rear of the subject property. The dimensions, material, access points, and design of such Baywalk, shall be subject to the review and approval of staff, with a minimum 15 foot width. To build the Baywalk within the Easement Area, and towards the existing dock area and waters under the jurisdiction of FDEP, Owner agrees to execute any necessary applications or authorizations with the Florida Department of Environmental Protection, Division of State Lands, and with any other applicable state, county, or local administrative agencies to modify any licensure to include the Baywalk, as an authorized extension, or authorized amendment to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Sovereignty Submerged Lands Lease, as may be applicable. Each party shall make a good faith effort to obtain all required permits, which shall include a joint application to the FDEP for the proposed the Baywalk, if such review is required.

8. Signage. Owner shall post signs at all access points to the Easement Area that display the Operating Hours and summarize the use restrictions described in this Agreement.

9. Reservation. Owner hereby reserves all rights of ownership in and to the Easement Area which are not inconsistent with the Agreement and rights granted herein, including, without limitation, the right to grant further easements on, over, under, and/or across such area and all other uses not interfering with the uses permitted herein.

10. City's Liability. The City will assume and defend the Owner from all liability as set forth in this paragraph 10, within the Easement Area, except for any liability arising from the negligence of the Owner, its agents, employees, contractors, vendors, operators, representatives, licensees, or invitees; and except for activities that occur from sunset to sunrise (while the Easement Area is closed to the public in accordance with paragraph 4.c. above). Nothing contained in this paragraph 10 or elsewhere in this Agreement is in any way intended to be a waiver of the limitations on the City's liability to third parties as set forth in Section 768.28, Florida Statutes; however, the limitations under said statutory provision shall not apply to the City's contractual obligations to defend Owner and to cover, pay and/or reimburse any and all costs, expenses, liabilities, claims, actions, causes of action, losses, demands and damages, including, without limitation, reasonable attorneys' fees (including the cost of in-house counsel) and disbursements at the trial level and all levels of appeal, relating to death of or injury to

persons, or loss of or damage to property, incurred by Owner and occurring within the Easement Area, resulting from, arising out of, or incurred in connection with, use of the Easement Area by Easement Beneficiaries.

11. Enforcement. No action to enforce this Agreement through filing suit shall be pursued by any party to this Agreement absent 30 days prior written notice of the alleged breach, followed by an opportunity to cure, which shall be no less than 30 days in length. If the alleged breach is not cured to the satisfaction of the complaining party, the parties shall attempt in good faith to mediate the dispute. When and if mediation fails, the sole remedy for such a dispute shall be by action in Circuit Court. The substantially prevailing party shall be entitled to attorney's fees and costs. For all other provisions of this Agreement, when and if mediation fails, enforcement shall be with a Court of competent jurisdiction in and for Miami-Dade County.

12. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Owner, and its successors and assigns, except that Owner or such successor or assignee, as the case may be, shall be released from all future obligations hereunder upon conveyance of its interest in the Easement Area; provided, however, that any such transferee of Owner or its successor or assignee, as the case may be, shall be bound by all terms and conditions of this Agreement. The easements hereby granted and the requirements herein contained are intended as, and shall be, covenants running with the land with respect to and binding on the Easement Area. This Agreement shall inure to the benefit of and be binding upon the City, and the City shall not be permitted to assign, transfer or convey all or any part of its rights and interests under this Agreement (including its rights and interests in and to the easements granted hereunder), except to a successor municipal corporation; provided, however, that nothing herein shall be deemed a limitation on the City's right to permit the Easement Beneficiaries to use the Easement Area, subject to and in accordance with the terms of this Agreement.

13. Amendments; Termination. This Agreement may not be amended, modified or terminated except by written agreement of the City and all of the then fee owner(s) of the Easement Area, provided that with respect to any portion of the Easement Area for which a condominium, property owner's or master association then exists, the written agreement of such association (and its mortgagee, if any) shall be required in lieu of the fee owner(s) thereof and their mortgagees. No modification or amendment of this Agreement shall be effective unless in writing and recorded in the Public Records of Miami-Dade County, Florida.

14. Consent. The City agrees to give its consent in any mortgage, lien, security interest, or other similar encumbrance that Owner may enter into on the Property, which requires the consent or joinder of the City as the Grantee to this Agreement, so long as such consent does not unreasonably interfere with the purposes of the easements granted herein.

15. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, riot, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (each such event is referred to herein as a "Force Majeure Event"), excluding the financial inability of such party to perform, shall excuse the performance by such party for a period of time equal to any such period of prevention, delay or stoppage. Any party

seeking to invoke this paragraph shall provide written notice to the other party as soon as reasonably practicable under the circumstances.

16. Miscellaneous.

a. Closures. No breach of the terms set forth in this Agreement shall result in the closure or reverter of the public access to the Easement Area provided for herein, except for temporary closure as provided in paragraphs 6.a. and 6.c. above.

b. Counterparts. This Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which shall be deemed an original, but all of which (when taken together) shall constitute one and the same instrument.

c. Construction. Reference to any paragraph, section, exhibit, or subpart thereof, unless otherwise provided, shall refer to this Agreement. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders. Use of the term "including" shall mean "including, without limitation". Each of the parties hereto and their counsel have reviewed and revised, or requested revisions to, this Agreement, and the usual rule of construction that any ambiguities are to be resolved against the drafting party shall be inapplicable in the construction and interpretation of this Agreement and any amendments or exhibits to this Agreement.

d. Titles of Paragraphs and Sections. The titles of the several parts, paragraphs and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

e. Estoppel Certificates. Upon the prior written request of either party, the other party hereto shall furnish the requesting party an estoppel certificate reasonably satisfactory to the requesting party.

f. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows:

If to the City at:

City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: Jimmy Morales,
City Manager

With a copy to:	City of Miami Beach 1700 Convention Center Drive Miami Beach, Florida 33139 Attn: Raul Aguila, City Attorney Tel: 305-673-7470 ext 6471 Fax: 305-673-7002 RaulAguila@miamibeachfl.gov
If to the Owner:	Arnie Jaffee Senior Vice President and General Counsel Mount Sinai Medical Center Warner Building, 5th Floor 4300Alton Road Miami Beach, FL 33140 Telephone: 305-674-2444 Facsimile: 305-674-2007 e-mail: ajaffee@msmc.com
With a copy to:	Outside Counsel Neisen O. Kasdin Akerman LLP One Southeast Third Avenue 25th Floor Miami, FL 33131

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. Mail.

g. Governing Laws. The laws of the State of Florida shall govern the interpretation, validity, performance and enforcement of this Agreement. Venue for any action brought hereunder shall be proper exclusively in Miami-Dade County, Florida.

h. Exhibits. All of the Exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

EXECUTED as of the date and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____

Name:_____

_____

Name:_____

Attest:

By: _____
_____, City Clerk

Approved as to form and language
and for execution:

_____ 11-24-15
City Attorney Dated

THE CITY OF MIAMI BEACH, FLORIDA, a Florida municipal corporation

By: _____
_____, _____

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ___ day of_____, 2015 by Jimmy Morales, City Manager, respectively, for the City of Miami Beach, Florida, on behalf of the City.

By: _____
Signature of Notary Public

_____
Printed, typed or stamp

My Commission Expires:

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

MOUNT SINAI MEDICAL CENTER OF FLORIDA, INC., a Florida nonprofit corporation

_____

Name:_____

By:_____
Name: _____
Title: President

_____

Name:_____

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ___ day of November, 2015 by _____, as President and on behalf of Mount Sinai Medical Center of Florida, Inc., a Florida nonprofit corporation, on behalf of the corporation.

By: _____
Signature of Notary Public

_____
Printed, typed or stamp

My Commission Expires:

F:\ATTO\BOUE\CONTRACTS\Mt Sinai Baywalk Easement with City [RAUL'S EDITS 11-23-15].docx

COMPOSITE EXHIBIT A

LOCATION OF EASEMENT AREA

LEGAL DESCRIPTION ("EASEMENT AREA")

BEING AN EASEMENT 15 FEET IN WIDTH LYING IN SECTION 22, TOWNSHIP 53 SOUTH, RANGE 42 EAST, CITY OF MIAMI BEACH, MIAMI DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE QUARTER (SW ¼) OF SECTION 22, TOWNSHIP 53 SOUTH, RANGE 42 EAST, WHICH IS THE SOUTHEAST CORNER OF GOVERNMENT LOT 4, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 22, THE BEARING OF SAID SOUTH LINE BEING S 88°18'00"W AS SHOWN ON A PLAT ENTITLED "MAP OF THAT PORTION OF TOWNSHIP 53 SOUTH, RANGE 42 EAST, LYING BETWEEN BISCAYNE BAY AND THE ATLANTIC OCEAN IN MIAMI-DADE COUNTY, FLORIDA, BLISS AND WATSON, ENGINEERS, DATED FEBRUARY 1918", AS RECORDED IN PLAT BOOK 5 AT PAGE 40 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, A DISTANCE OF 356.19 FEET TO A POINT; THENCE N09°37'00"E, A DISTANCE OF 268.77 FEET; THENCE N24°22'43"W, A DISTANCE OF 15.00 FEET TO STATION 194+94.0426 (BACK) OF THE CONSTRUCTION CENTERLINE OF STATE ROAD 25, AS SHOWN ON A FLORIDA STATE ROAD RIGHT OF WAY MAP ENTITLED "RIGHT-OF-WAY MAP SEC. 8709-402, SR 25 MIAMI-DADE COUNTY, FLORIDA", REVISED AS OF AUGUST 7, 1958, SHEETS 1 AND 2; THENCE S65°37"17" WEST, A DISTANCE OF 1456.78 FEET TO THE POINT OF CURVATURE (P.C.) OF A CIRCULAR CURVE (CENTERLINE OF CONSTRUCTION EQUALS 180+37.2656; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF CONSTRUCTION OF STATE ROAD 25, ALONG THE ARC OF A CIRCULAR CURVE DEFLECTING TO THE RIGHT, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 25°25"34", A RADIUS OF 3819.72 FEET, A DISTANCE OF 1695.07 FEET TO THE POINT OF TANGENCY (PT) OF SAID CURVE; THENCE N88°57'09"W, TANGENT TO THE LAST MENTIONED CIRCULAR CURVE, ALONG THE CENTERLINE OF CONSTRUCTION OF STATE ROAD 25, A DISTANCE OF 573.19 FEET TO A POINT, SAID POINT BEING STATION 157+69 ON THE CENTERLINE OF CONSTRUCTION OF STATE ROAD 25; THENCE ALONG A LINE DEFLECTING 90° TO THE RIGHT, N01°02'51"E A DISTANCE OF 116.00 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE INTERSTATE-195/STATE ROAD NO. 25 (A,K.A. JULIA TUTTLE CAUSEWAY: THENCE S88°57'09"E ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 79.29 FEET TO THE **POINT OF BEGINNING** SAID POINT OF BEGINNING ALSO BEING THE POINT OF CURVATURE (PC) OF A NON-TANGENT CURVE;

THE FOLLOWING SEVEN (7) COURSES ARE ALONG THE WESTERLY PROLONGATION OF AND THE SOUTHEASTERLY FACE OF AN EXISTING SEAWALL; (1) THENCE ALONG SAID NON TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 561.21 FEET,THE CHORD WHICH BEARS N62°41'49"E, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 394.89 FEET THROUGH A CENTRAL ANGLE OF 40°18'55; (2) THENCE N42°32'21"E A DISTANCE OF 1145.48 FEET; (3) THENCE N48°47'25"E A DISTANCE OF 1000.33 FEET; (4) THENCE N52°44'19"E A DISTANCE OF 293.67 FEET (5) TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 227.00 FEET, THE CHORD WHICH BEARS N45°31'16"E, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 57.19 FEET THROUGH A CENTRAL ANGLE OF 14°26'06" (6) TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 77.72 FEET THE CHORD WHICH BEARS N57°24'12"E, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 51.82 FEET THROUGH A CENTRAL ANGLE OF 38°11'56"; (7) THENCE N78°08'38"E A DISTANCE OF 149.42 FEET; THENCE S 86°11'38"E A DISTANCE OF 224.43 FEET TO THE RIGHT OF WAY LINE OF NORTH BAY ROAD; THENCE N73°19'02" E ALONG SAID RIGHT OF WAY A DISTANCE OF 43.64 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 10.00 FEET, THE CHORD WHICH BEARS S 57°43'43"E,: THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY AND THE ARC OF SAID CURVE A DISTANCE OF 12.41 FEET THROUGH A CENTRAL ANGLE OF 71°05'35"; TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 343.23 FEET THE CHORD WHICH BEARS S22°42'18"E, THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY AND THE ARC OF SAID CURVE A DISTANCE OF 6.27 FEET THROUGH A CENTRAL ANGLE OF 01°02'45";

THE FOLLOWING NINE (9) COURSES LYING 15 FEET SOUTHERLY OF AND PARALLEL WITH THE PREVIOUSLY DESCRIBED NINE (9) COURSES (FROM THE POINT OF BEGINNING); (1) THENCE S73°19'02" W A DISTANCE OF 54.64 FEET; (2) THENCE N86°11'38"W A DISTANCE OF 225.07 FEET; (3) THENCE S78°08'38"W A DISTANCE OF 147.13 FEET; (4) TO A POINT CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 62.72FEET, THE CHORD WHICH BEARS S57°18'37"W, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 41.61 FEET THROUGH A CENTRAL ANGLE OF 38°00'48"; (5) TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 242.00 FEET THE CHORD WHICH BEARS S45°31'16"W, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 60.97 FEET THROUGH A CENTRAL ANGLE OF 14°26'06"; (6) THENCE S52°44'19"W A DISTANCE OF 293.15 FEET; (7) THENCE S48°47'25"W A DISTANCE OF 998.99 FEET; (8) THENCE S42°32'21"W A DISTANCE OF 1144.66 FEET, (9) TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 576.21 FEET THE CHORD WHICH BEARS S59°05'10"W, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 332.82 FEET THROUGH A CENTRAL ANGLE OF 33°05'37"; THENCE N88°57'09"W A DISTANCE OF 73.18 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 49,931 SQUARE FEET OR 1.1 ACRES MORE OR LESS.

COMPOSITE EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY AND SURVEY

MIAMIBEACH

PUBLIC WORKS DEPARTMENT

NEIGHBORHOOD #7/NAUTILUS
LEGAL DESCRIPTION & SKETCH FOR
MOUNT SINAI BAY WALK EASEMENT
AUGUST 14, 2015 SM-2014HH

ABBREVIATIONS:

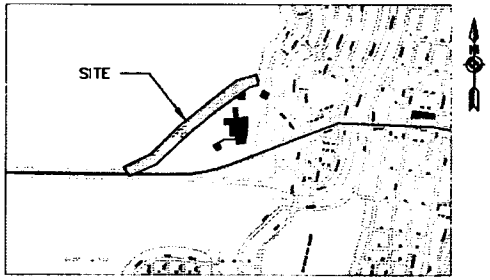
R	RADIUS	POB	POINT OF BEGINNING
Δ	CENTRAL ANGLE	EMA	ENCROACHMENT
L	ARC DISTANCE	SMW	SYNTHETIC MULCH WATER
T	TANGENT DISTANCE	SMB	SYNTHETIC MULCH BARK
(R)	RADIAL DISTANCE	PC	POINT OF CURVATURE
(M)	CHORD BEARING	POT	POINT OF TANGENCY
(R.)	DISTANCE BY LEGAL DESCRIPTION	CONC	CONCRETE
(M)	CHORD DISTANCE	CLF	CHAINLINK FENCE
PB	PLAT BOOK	WF	WOOD FENCE
(M)	MEASURED DISTANCE	F.I.P.	FOUND IRON PIPE
PG	PAGE	S.I.P.	SET IRON PIPE
(R)	RECORD OR PLATTED DISTANCE	F.N.D.	FOUND NAIL & DISK/S DISC
POC	POINT OF COMMENCEMENT	S.N.D.	SET NAIL & DISK/S DISC
CL	CLEAR		

LEGEND

	AERIAL TARGET		IRRIGATION HAND HOLE
	ALUMINUM LIGHT POST		IRRIGATION VALVE
	ALUMINUM LIGHT POST (SINGLE)		MAILBOX
	ALUMINUM LIGHT POST (DOUBLE)		MONITOR WELL
	ALUMINUM LIGHT POST (TRIPLE)		MONUMENT LINE
	ALUMINUM LIGHT POST (QUAD)		P-5 INLET
			P-6 INLET
	ANCHOR/GUY WARE		PARKING METER
	BACKFLOW PREVENTER ASSEMBLY		PEDESTRIAN CROSSING SIGNAL
	CABLE TELEVISION BOX	PRM	PERMANENT REFERENCE MONUMENT
	CATCH BASIN		POST INDICATOR VALVE
	CENTERLINE		VACUUM BREAKER ASSEMBLY
	CHECK VALVE ASSEMBLY		PROPERTY LINE
	CIRCULAR DRAIN		SANITARY SEWER CLEANOUT
	COLUMN (CIRCULAR)		SANITARY SEWER MANHOLE
	COLUMN (SQUARE)		SIAMESE CONNECTION
	CONCRETE LIGHT POLE		SIGN POST
	CONCRETE LIGHT POLE (DOUBLE)		SPRINKLER PUMP
CPP	CONCRETE POWER POLE		STANDPIPE
	CONTROL POINT		STORM SEWER MANHOLE
	CURB INLET		STREET LIGHT HAND HOLE
	ELECTRIC BOX		SWALE INLET
	ELECTRIC HAND HOLE		TELEPHONE BOX (SOUTHERN BELL)
	ELEVATIONS (SEE NOTES FOR DATUM)		TELEPHONE HAND HOLE
	FIRE HYDRANT		TELEPHONE MANHOLE (SO BELL)
	FLAGPOLE		TELEPHONE PAYPHONE
	FLOW LINE		TRAFFIC HAND HOLE
	FORCE MAIN MANHOLE		TRAFFIC UTILITY BOX
	FORCE MAIN VALVE		TRAFFIC SIGNAL POST
	F.P.L. ELECTRIC MANHOLE		UNDERGROUND UTILITY MARKER
	F.P.L. TRANSFORMER PAD		UNKNOWN UTILITY MANHOLE
FPL	F.P.L. TRANSMISSION POLE		UNKNOWN UTILITY HAND HOLE
	GAS MANHOLE		WATER MANHOLE
	GAS METER		WATER METER
	GAS PUMP		WATER VALVE
	GAS VALVE		WOOD LIGHT POLE
	GREASE TRAP MANHOLE		WOOD POWER POLE
	GROUND LIGHTING		HANDICAP PARKING
GP	GUARD POST		STROLLER PARKING

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. BEARING SHOWN HEREON ARE REFERENCED TO THE NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 195 / STATE ROAD No. 25 (AKA JULIA TUTTLE CAUSEWAY), WHICH IS ASSUMED TO BEAR N88°57'08"W.
3. IMPROVEMENTS SHOWN HEREON ARE FOR GEOGRAPHIC REFERENCE PURPOSES ONLY. THE SKETCH OF DESCRIPTION HAS BEEN INTEGRATED WITH A PORTION OF A TOPOGRAPHIC SURVEY DATED SEPTEMBER 12, 2014 (CITY PROJECT # SM-2014HH) PERFORMED BY AND WITH THE CONSENT OF ITS USE BY SCHWEBKE-SHISKIN & ASSOCIATES, INC., 320 CORPORATE WAY, MIRAMAR, FLORIDA 33025.
4. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. DISTANCES ALONG BOUNDARY OF SUBJECT PROPERTY ARE PER REFERENCED TOPOGRAPHIC SURVEY PERFORMED BY SCHWEBKE-SHISKIN & ASSOCIATES, INC., UNLESS OTHERWISE STATED.
6. NEITHER THE LEGAL DESCRIPTION OR SKETCH IS FULL AND COMPLETE WITHOUT THE OTHER. (3 SHEETS TOTAL)



LOCATION SKETCH
(NTS)

CITY OF MIAMI BEACH

MAYOR: PHILIP LEVINE

COMMISSIONERS: MICHAEL GRIECO
JOY MALAKOFF
MICKY STEINBERG
EDWARD L. TOBIN
DEEDE WEITHORN
JONAH WOLFSON

CITY MANAGER: JIMMY L. MORALES

CITY ATTORNEY: RAUL J. AGUILA

PUBLIC WORKS DIRECTOR: ERIC T. CARPENTER, P.E.

CITY ENGINEER: BRUCE A. MOWRY, Ph.D., P.E.

LEGAL DESCRIPTION

BEING AN EASEMENT 15 FEET IN WIDTH LYING IN SECTION 22, TOWNSHIP 53 SOUTH, RANGE 42 EAST, CITY OF MIAMI BEACH, MIAMI DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE QUARTER (SW ¼) OF SECTION 22, TOWNSHIP 53 SOUTH, RANGE 42 EAST, WHICH IS THE SOUTHEAST CORNER OF GOVERNMENT LOT 4, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 22, THE BEARING OF SAID SOUTH LINE BEING S 88°16'50"W AS SHOWN ON A PLAT ENTITLED "MAP OF THAT PORTION OF TOWNSHIP 53 SOUTH, RANGE 42 EAST, LYING BETWEEN BISCAYNE BAY AND THE ATLANTIC OCEAN IN MIAMI-DADE COUNTY, FLORIDA, BUBE AND WATSON, ENGINEERS, DATED FEBRUARY 1916", AS RECORDED IN PLAT BOOK 5 AT PAGE 40 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, A DISTANCE OF 384.16 FEET TO A POINT; THENCE N88°37'00"E, A DISTANCE OF 288.77 FEET; THENCE N24°22'43"W, A DISTANCE OF 15.00 FEET TO STATION 194+94.0426 (BACK) OF THE CONSTRUCTION CENTERLINE OF STATE ROAD 25, AS SHOWN ON A FLORIDA STATE ROAD RIGHT OF WAY MAP ENTITLED "RIGHT-OF-WAY MAP SEC. 8708-402, SR 25 MIAMI-DADE COUNTY, FLORIDA", REVISED AS OF AUGUST 7, 1958, SHEETS 1 AND 2; THENCE S65°37'17"W WEST, A DISTANCE OF 1466.78 FEET TO THE POINT OF CURVATURE (P.C.) OF A CIRCULAR CURVE (CENTERLINE OF CONSTRUCTION EQUALS 195+37.2858); THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF CONSTRUCTION OF STATE ROAD 25, ALONG THE ARC OF A CIRCULAR CURVE DEFLECTING TO THE RIGHT, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 25°25'24"; A RADIUS OF 3818.72 FEET, A DISTANCE OF 1885.97 FEET TO THE POINT OF TANGENCY (PT) OF SAID CURVE; THENCE N88°57'08"W, TANGENT TO THE LAST MENTIONED CIRCULAR CURVE, ALONG THE CENTERLINE OF CONSTRUCTION OF STATE ROAD 25, A DISTANCE OF 573.19 FEET TO A POINT, SAID POINT BEING STATION 157+81 ON THE CENTERLINE OF CONSTRUCTION OF STATE ROAD 25; THENCE ALONG A LINE DEFLECTING 90° TO THE RIGHT, N01°02'52"E A DISTANCE OF 116.00 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE INTERSTATE-195/STATE ROAD NO. 25 (A.K.A. JULIA TUTTLE CAUSEWAY); THENCE S88°57'08"E ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 78.25 FEET TO THE POINT OF BEGINNING SAID POINT OF BEGINNING ALSO BEING THE POINT OF CURVATURE (PC) OF A NON-TANGENT CURVE;

THE FOLLOWING SEVEN (7) COURSES ARE ALONG THE WESTERLY PROLONGATION OF AND THE SOUTHEASTERLY FACE OF AN EXISTING SEAWALL: (1) THENCE ALONG SAID NON TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 881.21 FEET, THE CHORD WHICH BEARS N62°41'49"E, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 384.89 FEET THROUGH A CENTRAL ANGLE OF 40°16'05; (2) THENCE N42°22'21"E A DISTANCE OF 1145.48 FEET; (3) THENCE N48°47'25"E A DISTANCE OF 1008.33 FEET; (4) THENCE N52°14'18"E A DISTANCE OF 293.87 FEET (5) TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 227.00 FEET, THE CHORD WHICH BEARS N45°34'18"E, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 57.19 FEET THROUGH A CENTRAL ANGLE OF 14°25'06; (6) TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 77.72 FEET THE CHORD WHICH BEARS N57°24'12"E, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 34.82 FEET THROUGH A CENTRAL ANGLE OF 38°11'38; (7) THENCE N78°09'38"E A DISTANCE OF 148.42 FEET; THENCE S 89°11'38"E A DISTANCE OF 234.43 FEET TO THE RIGHT OF WAY LINE OF NORTH BAY ROAD; THENCE N73°19'02" E ALONG SAID RIGHT OF WAY A DISTANCE OF 43.84 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 10.00 FEET, THE CHORD WHICH BEARS S 57°43'43"E; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY AND THE ARC OF SAID CURVE A DISTANCE OF 12.61 FEET THROUGH A CENTRAL ANGLE OF 71°55'35"; TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 343.23 FEET THE CHORD WHICH BEARS S22°40'18"E, THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY AND THE ARC OF SAID CURVE A DISTANCE OF 6.27 FEET THROUGH A CENTRAL ANGLE OF 01°02'48;
THE FOLLOWING NINE (9) COURSES LYING 15 FEET SOUTHERLY OF AND PARALLEL WITH THE PREVIOUSLY DESCRIBED NINE (9) COURSES (FROM THE POINT OF BEGINNING): (1) THENCE S73°19'02" W A DISTANCE OF 54.84 FEET; (2) THENCE N89°11'38"W A DISTANCE OF 225.67 FEET; (3) THENCE S78°09'38"W A DISTANCE OF 147.13 FEET; (4) TO A POINT CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 62.73FEET, THE CHORD WHICH BEARS S57°18'37"W, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 41.81 FEET THROUGH A CENTRAL ANGLE OF 38°09'46"; (5) TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 242.00 FEET THE CHORD WHICH BEARS S45°31'16"W, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 80.87 FEET THROUGH A CENTRAL ANGLE OF 14°29'06; (6) THENCE S52°46'19"W A DISTANCE OF 283.15 FEET; (7) THENCE S48°47'25"W A DISTANCE OF 988.99 FEET; (8) THENCE S42°22'21"W A DISTANCE OF 1144.08 FEET, (9) TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 576.21 FEET THE CHORD WHICH BEARS S38°06'10"W, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 333.62 FEET THROUGH A CENTRAL ANGLE OF 33°08'37; THENCE N88°57'08"W A DISTANCE OF 73.18 FEET TO THE POINT OF BEGINNING.

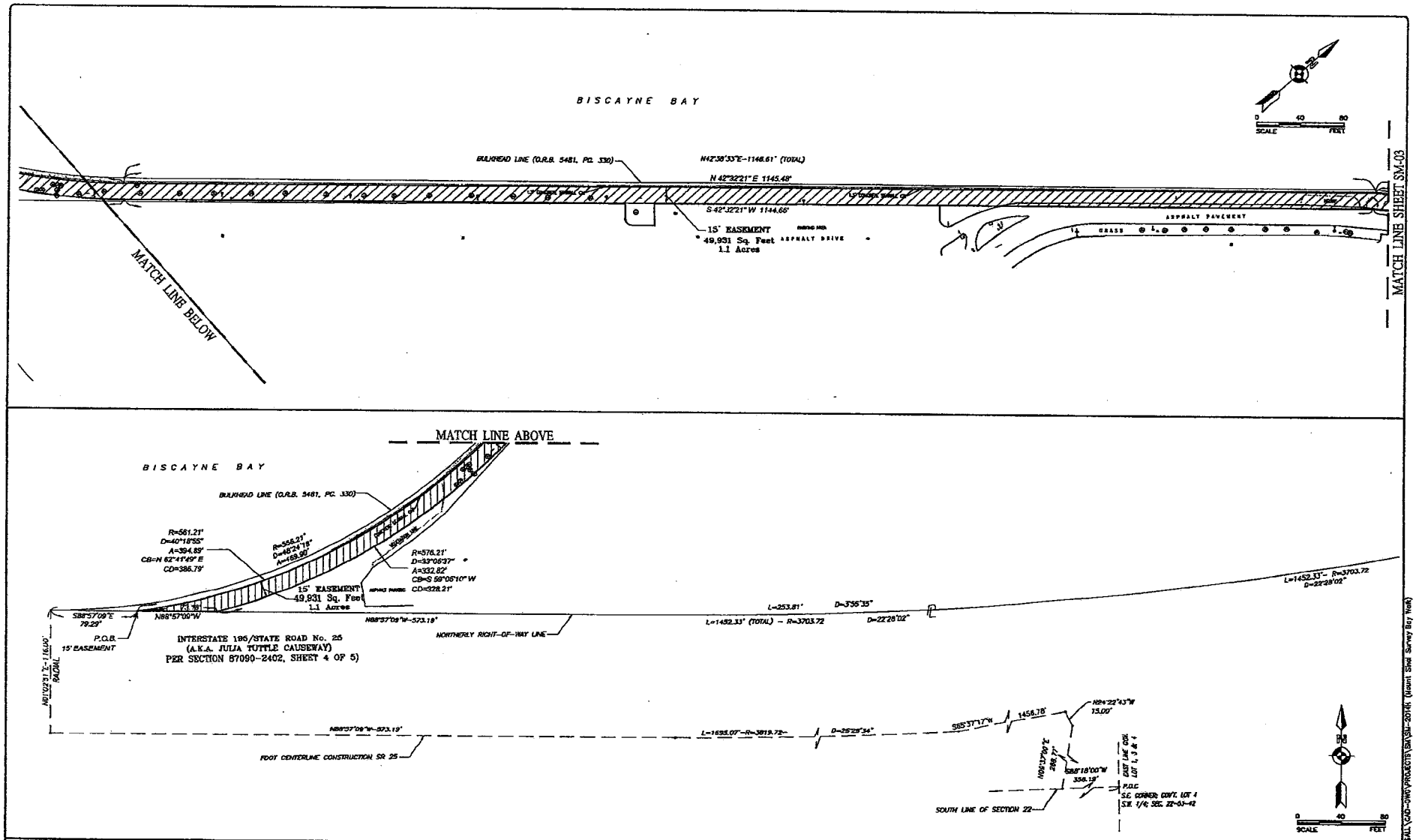
CONTAINING 49,031 SQUARE FEET OR 1.1 ACRES MORE OR LESS.

8-29-15

BRIAN T. BELLING — DATE
CITY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER NO.4873

SHEET 1 of 3

1487



MIAMIBEACH
PUBLIC WORKS DEPARTMENT
1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FL 33139

NEIGHBORHOOD: #7 / NAUTILUS	CITY MANAGER: JIMMY L. MORALES	ENGINEER OF RECORD:	CITY SURVEYOR	5				File Name: SM-2014RH MOUNT SINAI BAYWALK EASEMENT.dwg
TITLE: SKETCH OF DESCRIPTION FOR MOUNT SINAI BAY WALK EASEMENT	DIRECTOR: ERIC T. CARPENTER, P.E.	DESIGN ENGINEER:	BSB	4				Survey Reference:
	CITY ENGINEER: BRUCE A. MOWRY, PH.D., P.E.	DRAWN BY: R.J.R. / B.T.B.	BRANT T. BELLINO, P.S.M. NO.4073	3				Field Book: N/A Page: N/A Work Order: N/A
		CHECKER: B.T.B.		2				
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				NO.	DATE	REVISION	APPD. BY	

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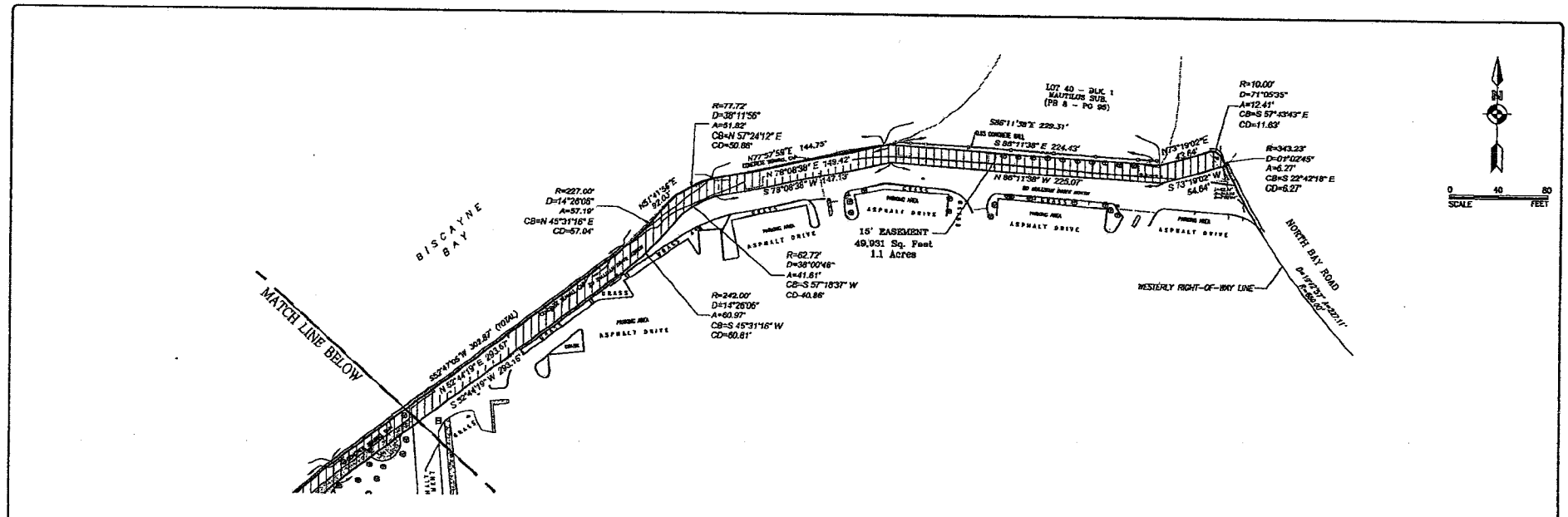

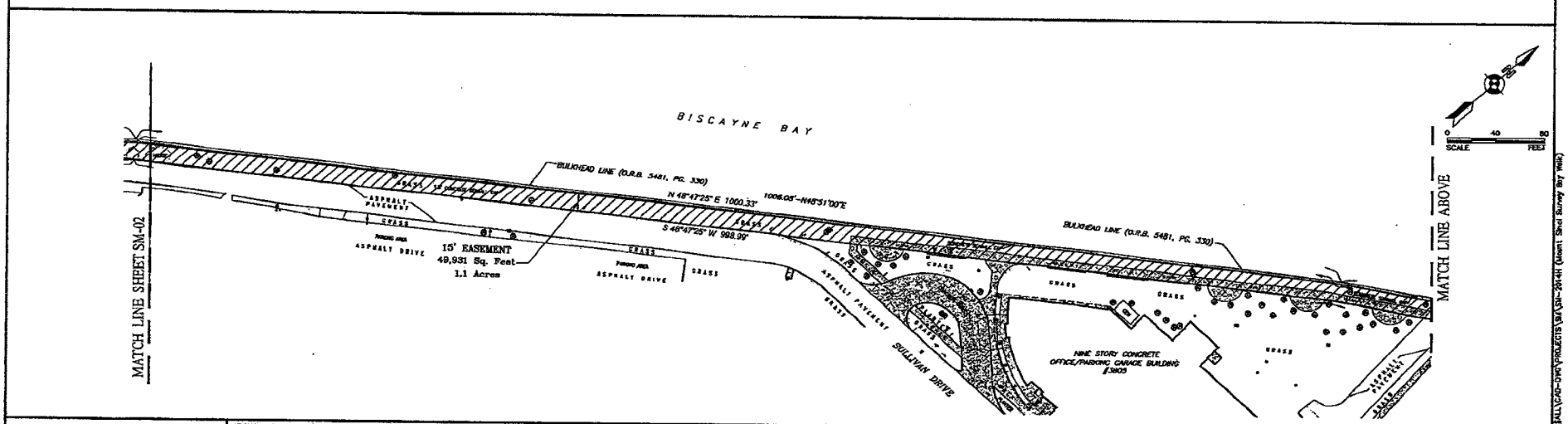

MIAMIBEACH
PUBLIC WORKS DEPARTMENT
1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FL 33139

NEIGHBORHOOD: #7 / NAUTILUS

TITLE: SKETCH OF DESCRIPTION FOR MOUNT SINAI BAY WALK EASEMENT

CITY MANAGER: JIMMY L. MORALES
DIRECTOR: ERIC T. CARPENTER, P.E.
CITY ENGINEER: BRUCE A. MOWRY, Ph.D., P.E.

ENGINEER OF RECORD:
DESIGN ENGINEER:
DRAWN BY: R.J.R. / S.T.B.
CHECKER: S.T.B.
SCALE: AS SHOWN

CITY SURVEYOR
BRIAN T. BELLINO, P.S.M.
NO. 4073

NO	DATE	REVISION	APP'D. BY
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File Name: SM–201-HH MOUNT SINAI BAYWALK EASEMENT.dwg
Survey References:
Field Book: N/A Page: N/A Work Order: N/A
Date: 8/14/05 Sheet: 3 of 3 Drawing: SM–03

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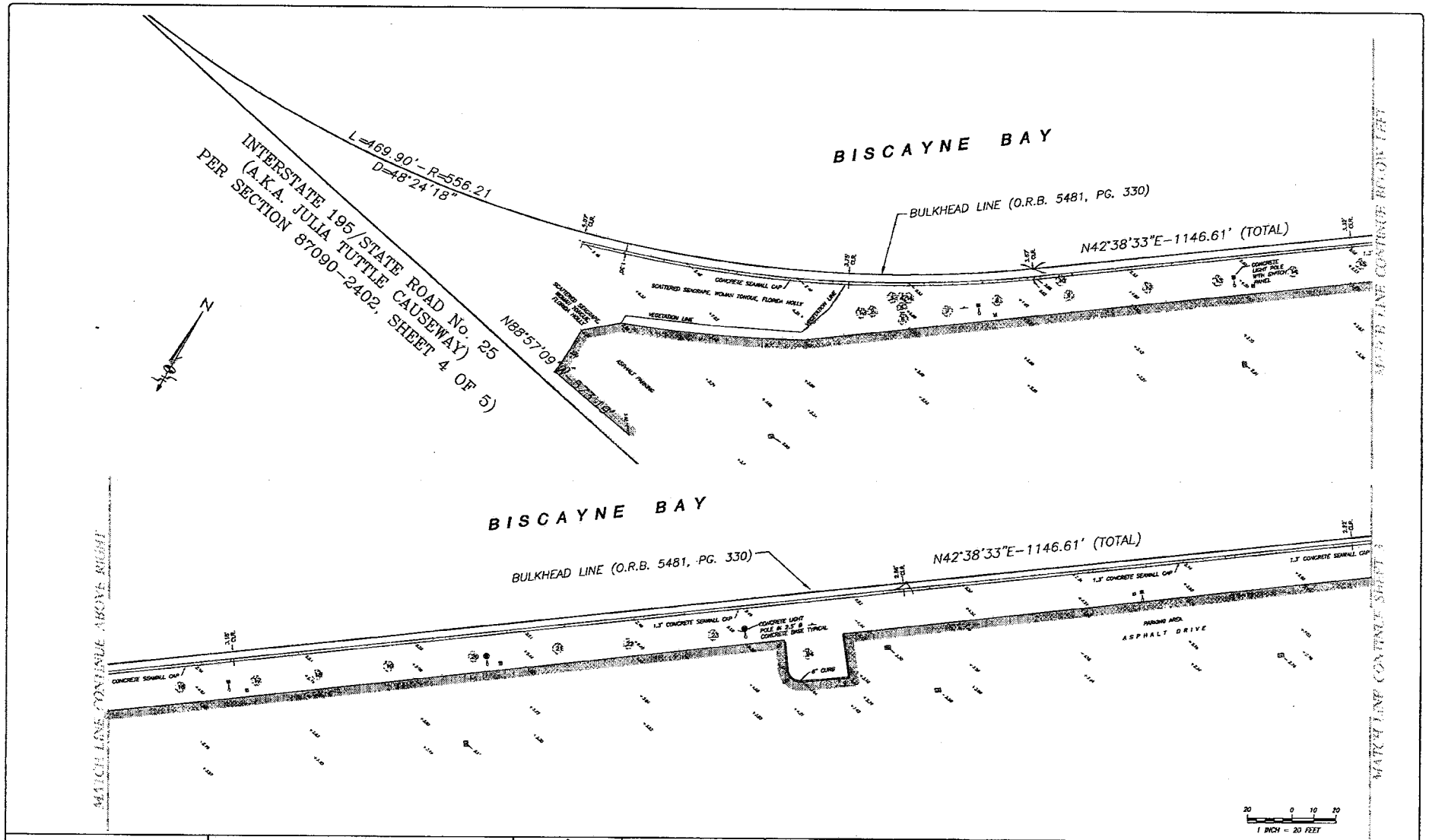

MIAMIBEACH
PUBLIC WORKS DEPARTMENT
1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FL 33139

NEIGHBORHOOD #7/NAUTILUS

TITLE: TOPOGRAPHIC SURVEY OF MOUNT SINAI, BAY WALK PROJECT

Schwebke-Shiskin & Associates, Inc.
3240 CORPORATE WAY
MIRAMAR, FLORIDA 33025
TEL: (954) 435-3010 FAX: (954) 435-0285

CITY MANAGER: JIMMY L. MORALES
DIRECTOR: ERIC T. CARPENTER, P.E.
CITY ENGINEER: BRUCE A. MOWRY, Ph.D., P.E.

ENGINEER OF RECORD:
DESIGN ENGINEER:
DRAWN BY: LEG
CHECKER: MSJ
SCALE: 1" = 20'

ENGINEER OF RECORD:

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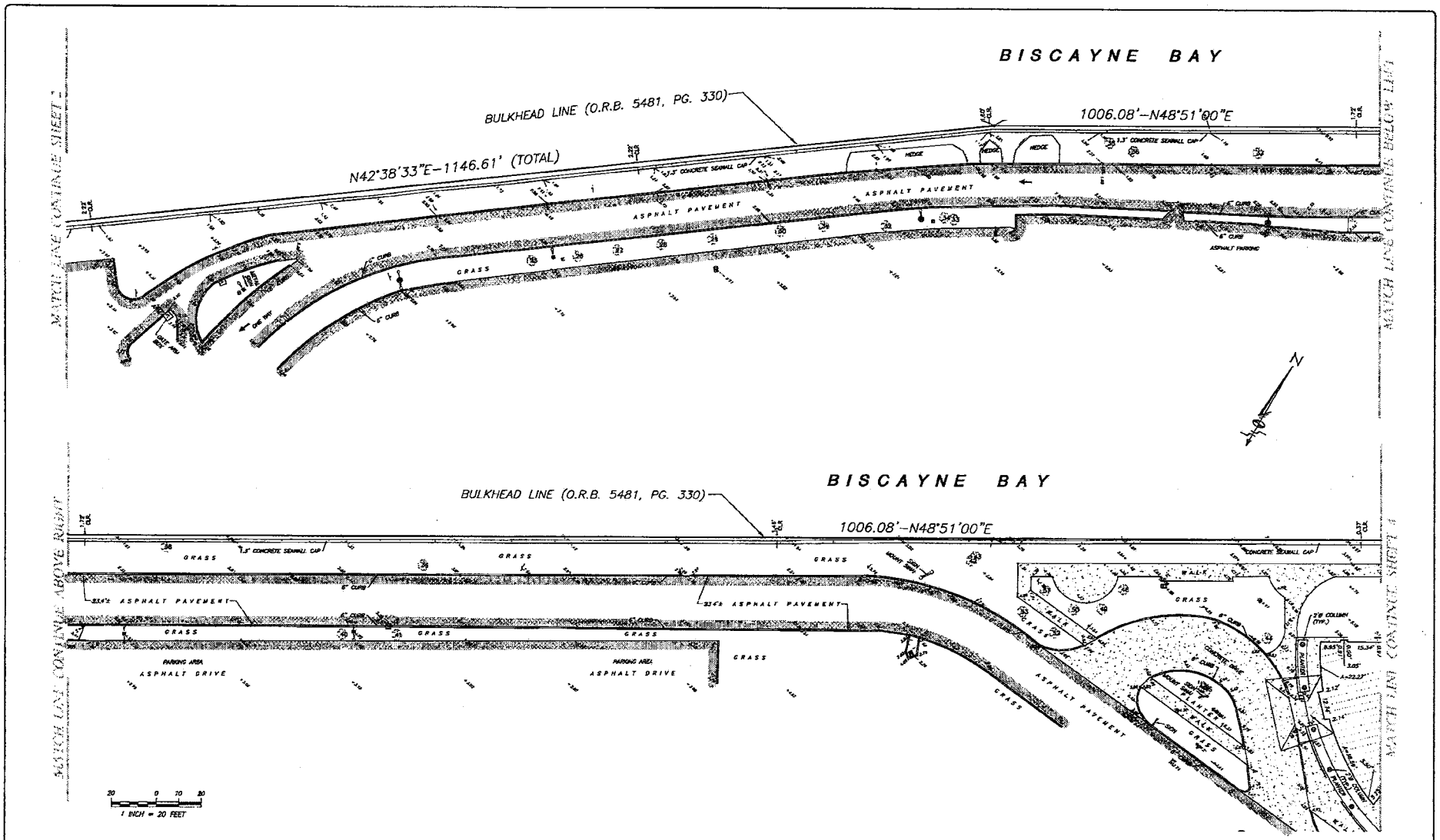
Field Book: 3227 Page: 46 Work Order: 203120
Date: 9/12/14 Sheet: 3 of 5 Drawing: EC-03



MIAMIBEACH
PUBLIC WORKS DEPARTMENT
1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FL 33139

NEIGHBORHOOD #7/NAUTILUS

TITLE: TOPOGRAPHIC SURVEY OF MOUNT SINAI, BAY WALK PROJECT

Schwebke-Shiskin & Associates, Inc.
3140 CORPORATE WAY
MIRAMAR, FLORIDA 33025
TEL (954) 432-7779 FAX (954) 436-1286

CITY MANAGER: JIMMY L. MORALES
DIRECTOR: ERIC T. CARPENTER, P.E.
CITY ENGINEER: BRUCE A. MOWRY, PhD.,P.E.

ENGINEER OF RECORD: —
DESIGN ENGINEER: —
DRAWN BY: LEG
CHECKER: MSJ
SCALE: 1" = 20'

ENGINEER OF RECORD:

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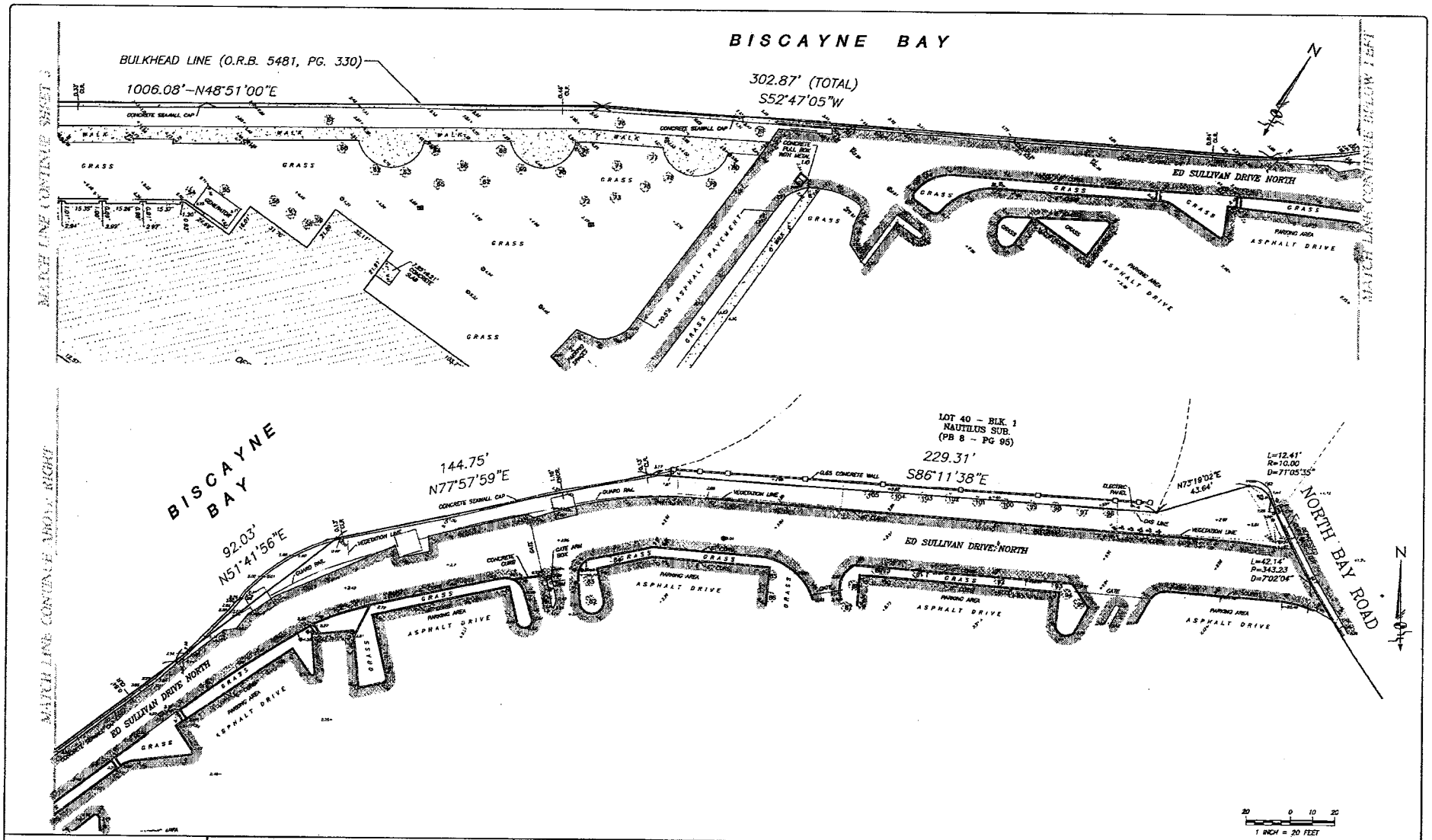

MIAMIBEACH PUBLIC WORKS DEPARTMENT 1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FL 33139	NEIGHBORHOOD #7/NAUTILUS	Schwebke-Shiskin & Associates, Inc. 240 CRIMINAL CT MIAMI, FLORIDA 33126 TEL: (954) 435-7010 FAX: (954) 436-7698	CITY MANAGER: JIMMY L. MORALES	ENGINEER OF RECORD: —	ENGINEER OF RECORD:	6			File Path: Z:\2003\MT SINAI BISCAYNE BAY SPECIFIC PURPOSE\survey\dwg
	TITLE: TOPOGRAPHIC SURVEY OF MOUNT SINAI, BAY WALK PROJECT		DIRECTOR: ERIC T. CARPENTER, P.E.	DESIGN ENGINEER: —		4			File Name: MT SINAI SPECIFIC 2004.dwg
				DRAWN BY: LEG		3			Survey Reference:
			CITY ENGINEER: BRUCE A. MOWRY, PH.D., P.E.	CHECKED: MSJ		2			Field Book: 2227 Page: 46 Work Order: 203120
				SCALE: 1" = 20'		1			Date: 9/12/14 Sheet: 5 of 5 Drawing: EO-05
						NO	DATE	REVISION	APP'D. BY

COMPOSITE EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY AND SURVEY

LEGAL DESCRIPTION ("PROPERTY")

COMMENCING AT A CONCRETE MONUMENT AT SOUTHEAST CORNER OF THE SOUTHWEST ONE QUARTER (SW ¼) OF SECTION 22, TOWNSHIP 53 SOUTH, RANGE 42 EAST, WHICH IS THE SOUTHEAST CORNER OF GOVERNMENT LOT 4, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA, RUN WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 22, THE BEARING OF SAID SOUTH LINE BEING SOUTH 88 DEGREES 18 MINUTES WEST AS SHOWN ON A PLAT ENTITLED "MAP OF THAT PORTION OF TOWNSHIP 53 SOUTH, RANGE 42 EAST, LYING BETWEEN BISCAYNE BAY AND THE ATLANTIC OCEAN IN MIAMI-DADE COUNTY, FLORIDA, BLISS AND WATSON, ENGINEERS, DATED FEBRUARY 1918", AS RECORDED IN PLAT BOOK 5 AT PAGE 40 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, A DISTANCE OF 356.19 FEET TO A POINT;

THENCE RUN NORTH 09 DEGREES 37 MINUTES EAST, A DISTANCE OF 268.77 FEET; THENCE RUN NORTH 24 DEGREES 22 MINUTES 43 SECONDS WEST, A DISTANCE OF 15.0 FEET TO STATION 194+94.0426 (BACK) OF THE CONSTRUCTION CENTERLINE OF STATE ROAD 25, AS SHOWN ON A FLORIDA STATE ROAD RIGHT OF WAY MAP ENTITLED "RIGHT-OF-WAY MAP SEC. 8709-402, SR 25 MIAMI-DADE COUNTY, FLORIDA", REVISED AS OF AUGUST 7, 1958, SHEETS 1 AND 2;

THENCE RUN SOUTH 65 DEGREES 37 MINUTES 17 SECONDS WEST, A DISTANCE OF 1456.7770 FEET TO THE POINT OF CURVATURE (P.C.) OF A CIRCULAR CURVE (CENTERLINE OF CONSTRUCTION EQUALS 180+37.2656);

THENCE RUN SOUTHWESTERLY ALONG THE CENTERLINE OF CONSTRUCTION OF STATE ROAD 25, ALONG THE ARC OF A CIRCULAR CURVE DEFLECTING TO THE RIGHT, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 25 DEGREES 25 MINUTES 34 SECONDS, A RADIUS OF 3819.72 FEET, A DISTANCE OF 1695.0747 FEET TO THE POINT OF TANGENCY (PT) OF SAID CURVE;

THENCE RUN NORTH 88 DEGREES 57 MINUTES 09 SECONDS WEST, TANGENT TO THE LAST MENTIONED CIRCULAR CURVE, ALONG THE CENTERLINE OF CONSTRUCTION OF STATE ROAD 25, A DISTANCE OF 573.19 FEET TO A POINT, SAID POINT BEING STATION 157+69 ON THE CENTERLINE OF CONSTRUCTION OF STATE ROAD 25;

THENCE RUN ALONG A LINE DEFLECTING 90 DEGREES TO THE RIGHT, NORTH 01 DEGREES 02 MINUTES 51 SECONDS EAST, A DISTANCE OF 116.0 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED, SAID POINT OF BEGINNING ALSO BEING THE POINT OF CURVATURE (PC) OF A CIRCULAR CURVE;

THENCE RUN NORTHEASTERLY ALONG THE EASTERLY SHORE OF BISCAYNE BAY, ALONG THE ARC OF A CIRCULAR CURVE DEFLECTING TO THE LEFT, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 48 DEGREES 24 MINUTES 18 SECONDS, A RADIUS OF 556.210 FEET, A DISTANCE OF 469.90 FEET TO THE POINT OF TANGENCY (PT) OF SAID CIRCULAR CURVE, THE SOUTHERLY TANGENT OF SAID CIRCULAR CURVE HAVING A BEARING OF SOUTH 88 DEGREES 57 MINUTES 09 SECONDS EAST; (BEARING OF CHORD BEING NORTH 66 DEGREES 50 MINUTES 42 SECONDS EAST, CHORD DISTANCE BEING 456.05 FEET);

THENCE RUN NORTHEASTERLY, NORTH 42 DEGREES 38 MINUTES 30 SECONDS EAST, TANGENT TO SAID CIRCULAR CURVE, A DISTANCE OF 1146.608 FEET TO A POINT, SAID POINT BEING THE NORTHWESTERLY CORNER OF A PARCEL OF SUBMERGED LAND (NOW FILLED) DEEDED BY THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA TO THE ALTON BEACH REALTY COMPANY; DEED NO. 16801, DATED SEPTEMBER 9, 1919 – COMPRISING 21.5 ACRES, MORE OR LESS; ALSO DESCRIBED IN DEED BOOK 2277, PAGE

133, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FROM MIAMI BEACH BAY SHORE COMPANY TO THE UNITED STATE OF AMERICA, RECORDED MARCH 23, 1943;

THENCE RUN NORTH 48 DEGREES 51 MINUTES 00.3 SECONDS EAST, A DISTANCE OF 1006.079 FEET TO A POINT;

THENCE RUN NORTH 52 DEGREES 47 MINUTES 05.56 SECONDS EAST, A DISTANCE OF 302.87 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 41, BLOCK 1, NAUTILUS SUBDIVISION AS RECORDED IN PLAT BOOK 8, PAGE 95 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

THENCE RUN IN A NORTHEASTERLY DIRECTION, MEANDERING THE NORTHWESTERLY LINE OF LOT 41, A DISTANCE OF 93 FEET, PLUS OR MINUS. THE CHORD OF THE AFOREMENTIONED MEANDER LINE, CONCAVE TO THE SOUTHEAST, HAVING A BEARING OF NORTH 51 DEGREES, 41 MINUTES 56 SECONDS EAST AND A DISTANCE OF 92.03 FEET;

THENCE RUN NORTH 77 DEGREES 57 MINUTES 59 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID LOT 41, A DISTANCE OF 144.75 FEET TO A POINT, SAID POINT BEING THE SOUTHWESTERLY CORNER OF LOT 40, BLOCK 1 OF THE AFOREMENTIONED NAUTILUS SUBDIVISION;

THENCE RUN SOUTH 86 DEGREES 11 MINUTES 38 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 40, A DISTANCE OF 229.31 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 40, SAID POINT BEING ON THE WESTERLY LINE OF NORTH BAY ROAD AS SHOWN ON AFOREMENTIONED PLAT OF NAUTILUS SUBDIVISION;

THENCE RUN NORTH 73 DEGREES 19 MINUTES 02 SECONDS EAST, ALONG THE SOUTHERLY LINE OF SAID NORTH BAY ROAD, A DISTANCE OF 43.64 FEET TO A POINT ON A CIRCULAR CURVE;

THENCE DEFLECTING TO THE RIGHT RUN ALONG THE ARC OF THE LAST MENTIONED CIRCULAR CURVE, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 71 DEGREES 05 MINUTES 35 SECONDS, A RADIUS OF 10.0 FEET (BEARING OF CHORD BEING SOUTH 57 DEGREES 43 MINUTES 43.5 SECONDS EAST, CHORD DISTANCE BEING 11.63 FEET), A DISTANCE OF 12.41 FEET TO THE POINT OF REVERSE CURVATURE (PRC) OF A CIRCULAR CURVE;

THENCE DEFLECTING TO THE LEFT, RUN ALONG THE ARC OF A CIRCULAR CURVE, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 7 DEGREES 02 MINUTES 04 SECONDS, A RADIUS OF 343.23 FEET, (BEARING OF CHORD BEING SOUTH 25 DEGREES 41 MINUTES 58 SECONDS EAST, CHORD DISTANCE BEING 42.12 FEET), A DISTANCE OF 42.14 FEET TO THE POINT OF COMPOUND CURVATURE (PCC) OF A CIRCULAR CURVE;

THENCE DEFLECTING TO THE LEFT RUN ALONG THE ARC OF THE LAST MENTIONED CURVE, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 19 DEGREES 43 MINUTES 00 SECONDS, A RADIUS OF 660.00 FEET, (BEARING OF CHORD BEING SOUTH 39 DEGREES 04 MINUTES 30 SECONDS EAST, CHORD DISTANCE BEING 226.0 FEET), A DISTANCE OF 227.11 FEET TO A POINT, SAID POINT BEING AT THE INTERSECTION OF A CIRCULAR CURVE, SAID POINT ALSO BEING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF AFOREMENTIONED NORTH BAY ROAD WITH THE WESTERLY RIGHT-OF-WAY LINE OF RAMP "D" – STATE ROAD 25;

THENCE DEFLECTING TO THE RIGHT RUN ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF RAMP "D" OF STATE ROAD 25, ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE WEST, HAVING FOR ITS ELEMENTS, A CENTRAL ANGLE OF 02 DEGREES 15 MINUTES 58 SECONDS, A RADIUS OF 671.56 FEET, (BEARING OF CHORD BEING SOUTH 28 DEGREES 20

MINUTES 58 SECONDS WEST, CHORD DISTANCE BEING 26.56 FEET), A DISTANCE OF 26.56 FEET TO THE POINT OF TANGENCY (PT) OF SAID CURVE;

THENCE CONTINUE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF RAMP "D" OF STATE ROAD 25, RUN SOUTH 29 DEGREES 28 MINUTES 45 SECONDS WEST, TANGENT TO THE LAST MENTIONED CIRCULAR CURVE, A DISTANCE OF 350.864 FEET TO THE POINT OF TANGENCY (PT) OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST;

THENCE CONTINUE ALONG THE AFOREMENTIONED RIGHT-OF-WAY LINE, RUN ALONG THE ARC OF THE LAST MENTIONED CIRCULAR CURVE, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 01 DEGREES 26 MINUTES 42 SECONDS, A RADIUS OF 914.51 FEET, A DISTANCE OF 23.07 FEET TO A POINT; (BEARING OF CHORD BEING SOUTH 28 DEGREES 45 MINUTES 23.5 SECONDS WEST, CHORD DISTANCE BEING 23.07 FEET);

THENCE CONTINUE ALONG THE AFOREMENTIONED RIGHT-OF-WAY, ALONG A LINE RADIAL TO THE LAST MENTIONED CIRCULAR CURVE, RUN NORTH 61 DEGREES, 57 MINUTES 58 SECONDS WEST, A DISTANCE OF 20.0 FEET TO A POINT, SAID POINT BEING ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST;

THENCE RUN ALONG THE ARC OF THE LAST MENTIONED CURVE CONCAVE TO THE SOUTHEAST, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 17 DEGREES 21 MINUTES 16 SECONDS, A RADIUS OF 934.51 FEET (BEARING OF CHORD BEING SOUTH 19 DEGREES 21 MINUTES 24 SECONDS WEST. CHORD DISTANCE BEING 281.98 FEET), A DISTANCE OF 283.06 FEET TO A POINT;

THENCE DEFLECTING TO THE RIGHT RUN NORTH 60 DEGREES 04 MINUTES 14 SECONDS WEST, ALONG THE AFOREMENTIONED RIGHT-OF-WAY LINE, A DISTANCE OF 21.12 FEET TO A POINT;

THENCE RUN NORTH 56 DEGREES 37 MINUTES 29 SECONDS WEST, A DISTANCE OF 2.20 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST;

THENCE CONTINUE ALONG AFOREMENTIONED RIGHT-OF-WAY LINE, RUN ALONG THE ARC OF THE LAST MENTIONED CIRCULAR CURVE, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 08 DEGREES 40 MINUTES 07 SECONDS, A RADIUS OF 956.51 FEET (BEARING OF CHORD BEING SOUTH 06 DEGREES 48 MINUTES 47 SECONDS WEST, CHORD DISTANCE BEING 144.57 FEET), A DISTANCE OF 144.72 FEET TO THE POINT OF TANGENCY (PT) OF THE LAST MENTIONED CIRCULAR CURVE;

THENCE RUN SOUTH 02 DEGREES 28 MINUTES 43 SECONDS WEST, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF RAMP "D" OF STATE ROAD 25, ALONG A LINE TANGENT TO THE LAST MENTIONED CIRCULAR CURVE, A DISTANCE OF 136.207 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHWEST;

THENCE CONTINUE ALONG THE ABOVE MENTIONED RIGHT-OF-WAY LINE; ALONG THE ARC OF THE LAST MENTIONED CIRCULAR CURVE, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 49 DEGREES 39 MINUTES 02 SECONDS, A RADIUS OF 687.34 FEET (BEARING OF CHORD BEING SOUTH 27 DEGREES 42 MINUTES 01 SECONDS WEST. CHORD DISTANCE BEING 577.16 FEET), A DISTANCE OF 595.624 FEET TO A POINT;

THENCE RUN SOUTH 66 DEGREES 27 MINUTES 37 SECONDS WEST ALONG THE SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF RAMP "D" OF STATE ROAD 25 AND THENCE ALONG THE NORTHERLY LIMITED ACCESS LINE OF STATE ROAD 25 (JULIA TUTTLE CAUSEWAY), A DISTANCE OF 259.38 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST;

THENCE RUN ALONG THE SAID NORTHERLY LIMITED ACCESS LINE OF STATE ROAD 25, ALONG THE ARC OF THE LAST MENTIONED CIRCULAR CURVE, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 22 DEGREES 28 MINUTES 01.51 SECONDS, A RADIUS OF 3703.72 FEET (BEARING OF CHORD BEING SOUTH 79 DEGREES 48 MINUTES 50.24 SECONDS WEST, CHORD DISTANCE BEING 1443.03 FEET), A DISTANCE OF 1452.32 FEET TO A POINT, SAID POINT BEING THE POINT OF TANGENCY (PT) OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST;

THENCE RUN NORTH 88 DEGREES 57 MINUTES 09 SECONDS WEST, ALONG THE SAID NORTHERLY LIMITED ACCESS LINE OF STATE ROAD 25, A TANGENT TO THE LAST MENTIONED CIRCULAR CURVE, A DISTANCE OF 573.19 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED.

MIAMIBEACH

PUBLIC WORKS DEPARTMENT

NEIGHBORHOOD #7/NAUTILUS

TOPOGRAPHIC SURVEY OF MOUNT SINAI, BAY WALK PROJECT

SEPT. 12, 2014 SM-2014H

100% SUBMITTAL

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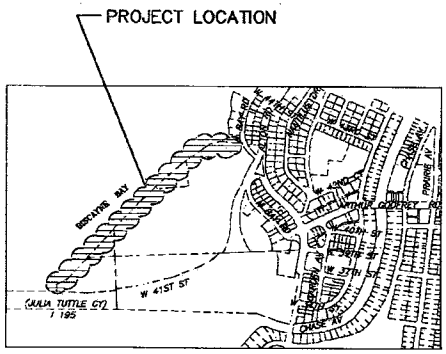
CITY OF MIAMI BEACH

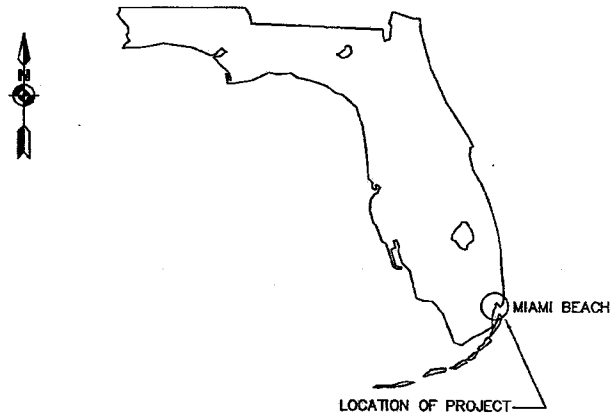
MAYOR: PHILIP LEVINE

COMMISSIONERS: MICHAEL GRIECO
JOY MALAKOFF
MICKY STEINBERG
EDWARD L. TOBIN
DEEDE WEITHORN
JONAH WOLFSON

CITY MANAGER: JIMMY L. MORALES
CITY ATTORNEY: RAUL AGUILA
PUBLIC WORKS DIRECTOR: ERIC T. CARPENTER, P.E.
CITY ENGINEER: BRUCE A. MOWRY, Ph.D., P.E.



LOCATION MAP



INDEX OF DRAWINGS

SHEET	DRAWING	DESCRIPTION
1	G-01	COVER SHEET & INDEX OF DRAWINGS
2	G-02	NOTES, LEGEND, TREE LIST, KEY MAP
3	EC-03	TOPOGRAPHIC SURVEY
4	EC-04	TOPOGRAPHIC SURVEY
5	EC-05	TOPOGRAPHIC SURVEY

Schwebke-Shiskin & Associates, Inc.
3240 CORPORATE WAY
MIRAMAR, FLORIDA 33025
TEL: (954) 435-7010 FAX: (954) 438-3288

Work order ____ Sheet 1 of 5 Drawing: G-01

LEGAL DESCRIPTION:

COMMENCING AT A CONCRETE MONUMENT AT SOUTHEAST CORNER OF THE SOUTHWEST ONE QUARTER (SW 1/4) OF SECTION 22, TOWNSHIP 53 SOUTH, RANGE 42 EAST, WHICH IS THE SOUTHEAST CORNER OF GOVERNMENT LOT 4, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA, RUN WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 22, THE BEARING OF SAID SOUTH LINE BEING SOUTH 88 DEGREES 18 MINUTES WEST AS SHOWN ON A PLAT ENTITLED "MAP OF THAT PORTION OF TOWNSHIP 53 SOUTH, RANGE 42 EAST, LYING BETWEEN BISCAYNE BAY AND THE ATLANTIC OCEAN IN MIAMI-DADE COUNTY, FLORIDA, BLISS AND WATSON, ENGINEERS, DATED FEBRUARY 1918", AS RECORDED IN PLAT BOOK 5 AT PAGE 40 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, A DISTANCE OF 356.19 FEET TO A POINT;

THENCE RUN NORTH 09 DEGREES 37 MINUTES EAST, A DISTANCE OF 288.77 FEET; THENCE RUN NORTH 24 DEGREES 22 MINUTES 43 SECONDS WEST, A DISTANCE OF 18.0 FEET TO STATION 194+84.0495 (BACK) OF THE CONSTRUCTION CENTERLINE OF STATE ROAD 25, AS SHOWN ON A FLORIDA STATE ROAD RIGHT OF WAY MAP ENTITLED "RIGHT-OF-WAY MAP SEC. 8709-102, SR 25 MIAMI-DADE COUNTY, FLORIDA", REVISED AS OF AUGUST 7, 1958, SHEETS 1 AND 2;

THENCE RUN SOUTH 65 DEGREES 37 MINUTES 17 SECONDS WEST, A DISTANCE OF 1456.7770 FEET TO THE POINT OF CURVATURE (P.C.) OF A CIRCULAR CURVE (CENTERLINE OF CONSTRUCTION EQUALS 180+37.2656);

THENCE RUN SOUTHWESTERLY ALONG THE CENTERLINE OF CONSTRUCTION OF STATE ROAD 25, ALONG THE ARC OF A CIRCULAR CURVE DEFLECTING TO THE RIGHT, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 25 DEGREES 25 MINUTES 34 SECONDS, A RADIUS OF 3819.72 FEET, A DISTANCE OF 1695.0747 FEET TO THE POINT OF TANGENCY (PT) OF SAID CURVE;

THENCE RUN NORTH 88 DEGREES 57 MINUTES 09 SECONDS WEST, TANGENT TO THE LAST MENTIONED CIRCULAR CURVE, ALONG THE CENTERLINE OF CONSTRUCTION OF STATE ROAD 25, A DISTANCE OF 573.19 FEET TO A POINT, SAID POINT BEING STATION 157+69 ON THE CENTERLINE OF CONSTRUCTION OF STATE ROAD 25;

THENCE RUN ALONG A LINE DEFLECTING 90 DEGREES TO THE RIGHT, NORTH 01 DEGREES 02 MINUTES 51 SECONDS EAST, A DISTANCE OF 116.0 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED, SAID POINT OF BEGINNING ALSO BEING THE POINT OF CURVATURE (PC) OF A CIRCULAR CURVE;

THENCE RUN NORTHEASTERLY ALONG THE EASTERLY SHORE OF BISCAYNE BAY, ALONG THE ARC OF A CIRCULAR CURVE DEFLECTING TO THE LEFT, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 46 DEGREES 24 MINUTES 18 SECONDS, A RADIUS OF 556.210 FEET, A DISTANCE OF 468.90 FEET TO THE POINT OF TANGENCY (PT) OF SAID CIRCULAR CURVE, THE SOUTHERLY TANGENT OF SAID CIRCULAR CURVE HAVING A BEARING OF SOUTH 88 DEGREES 57 MINUTES 09 SECONDS EAST; (BEARING OF CHORD BEING NORTH 66 DEGREES 50 MINUTES 42 SECONDS EAST, CHORD DISTANCE BEING 456.05 FEET);

THENCE RUN NORTHEASTERLY, NORTH 42 DEGREES 39 MINUTES 30 SECONDS EAST, TANGENT TO SAID CIRCULAR CURVE, A DISTANCE OF 1146.608 FEET TO A POINT, SAID POINT BEING THE NORTHWESTERLY CORNER OF A PARCEL OF SUBMERGED LAND (NOW FILLED) DEEDED BY THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA TO THE ALTON BEACH REALTY COMPANY; DEED NO. 18801, DATED SEPTEMBER 9, 1915 - COMPRISING 21.5 ACRES, MORE OR LESS; ALSO DESCRIBED IN DEED BOOK 2277, PAGE 133, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FROM MIAMI BEACH BAY SHORE COMPANY TO THE UNITED STATE OF AMERICA, RECORDED MARCH 25, 1943;

THENCE RUN NORTH 48 DEGREES 51 MINUTES 00.3 SECONDS EAST, A DISTANCE OF 1006.079 FEET TO A POINT;

THENCE RUN NORTH 52 DEGREES 47 MINUTES 05.56 SECONDS EAST, A DISTANCE OF 302.87 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 41, BLOCK 1, NAUTILUS SUBDIVISION AS RECORDED IN PLAT BOOK 8, PAGE 95 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA;

THENCE RUN IN A NORTHEASTERLY DIRECTION, MEANDERING THE NORTHWESTERLY LINE OF LOT 41, A DISTANCE OF 93 FEET, PLUS OR MINUS. THE CHORD OF THE AFOREMENTIONED MEANDER LINE, CONCAVE TO THE SOUTHEAST, HAVING A BEARING OF NORTH 51 DEGREES, 41 MINUTES 56 SECONDS EAST AND A DISTANCE OF 92.03 FEET;

THENCE RUN NORTH 77 DEGREES 57 MINUTES 59 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID LOT 41, A DISTANCE OF 144.75 FEET TO A POINT, SAID POINT BEING THE SOUTHWESTERLY CORNER OF LOT 40, BLOCK 1 OF THE AFOREMENTIONED NAUTILUS SUBDIVISION;

THENCE RUN SOUTH 86 DEGREES 11 MINUTES 38 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 40, A DISTANCE OF 229.31 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 40, SAID POINT BEING ON THE WESTERLY LINE OF NORTH BAY ROAD AS SHOWN ON AFOREMENTIONED PLAT OF NAUTILUS SUBDIVISION;

THENCE RUN NORTH 73 DEGREES 19 MINUTES 02 SECONDS EAST, ALONG THE SOUTHERLY LINE OF SAID NORTH BAY ROAD, A DISTANCE OF 43.64 FEET TO A POINT ON A CIRCULAR CURVE;

THENCE DEFLECTING TO THE RIGHT RUN ALONG THE ARC OF THE LAST MENTIONED CIRCULAR CURVE, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 71 DEGREES 05 MINUTES 35 SECONDS, A RADIUS OF 10.0 FEET (BEARING OF CHORD BEING SOUTH 57 DEGREES 43 MINUTES 43.5 SECONDS EAST, CHORD DISTANCE BEING 11.63 FEET), A DISTANCE OF 12.41 FEET TO THE POINT OF REVERSE CURVATURE (PRC) OF A CIRCULAR CURVE;

THENCE DEFLECTING TO THE LEFT, RUN ALONG THE ARC OF A CIRCULAR CURVE, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 7 DEGREES 02 MINUTES 04 SECONDS, A RADIUS OF 343.83 FEET, (BEARING OF CHORD BEING SOUTH 25 DEGREES 41 MINUTES 58 SECONDS EAST, CHORD DISTANCE BEING 42.12 FEET), A DISTANCE OF 42.14 FEET TO THE POINT OF COMPOUND CURVATURE (PCC) OF A CIRCULAR CURVE;

THENCE DEFLECTING TO THE LEFT RUN ALONG THE ARC OF THE LAST MENTIONED CURVE, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 19 DEGREES 43 MINUTES 03 SECONDS, A RADIUS OF 660.00 FEET, (BEARING OF CHORD BEING SOUTH 39 DEGREES 04 MINUTES 30 SECONDS EAST, CHORD DISTANCE BEING 226.0 FEET), A DISTANCE OF 227.11 FEET TO A POINT, SAID POINT BEING AT THE INTERSECTION OF A CIRCULAR CURVE, SAID POINT ALSO BEING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF AFOREMENTIONED NORTH BAY ROAD WITH THE WESTERLY RIGHT-OF-WAY LINE OF RAMP "D" - STATE ROAD 25;

THENCE DEFLECTING TO THE RIGHT RUN ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF RAMP "D" OF STATE ROAD 25, ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE WEST, HAVING FOR ITS ELEMENTS, A CENTRAL ANGLE OF 02 DEGREES 15 MINUTES 38 SECONDS, A RADIUS OF 671.56 FEET, (BEARING OF CHORD BEING SOUTH 28 DEGREES 30 MINUTES 58 SECONDS WEST, CHORD DISTANCE BEING 26.54 FEET), A DISTANCE OF 26.56 FEET TO THE POINT OF TANGENCY (PT) OF SAID CURVE;

THENCE CONTINUE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF RAMP "D" OF STATE ROAD 25, RUN SOUTH 29 DEGREES 38 MINUTES 40 SECONDS WEST, TANGENT TO THE LAST MENTIONED CIRCULAR CURVE, A DISTANCE OF 350.864 FEET TO THE POINT OF TANGENCY (PT) OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST;

THENCE CONTINUE ALONG THE AFOREMENTIONED RIGHT-OF-WAY LINE, RUN ALONG THE ARC OF THE LAST MENTIONED CIRCULAR CURVE, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 01 DEGREES 28 MINUTES 42 SECONDS, A RADIUS OF 514.51 FEET, A DISTANCE OF 23.07 FEET TO A POINT. (BEARING OF CHORD BEING SOUTH 28 DEGREES 45 MINUTES 23.5 SECONDS WEST, CHORD DISTANCE BEING 23.07 FEET);

THENCE CONTINUE ALONG THE AFOREMENTIONED RIGHT-OF-WAY, ALONG A LINE RADIAL TO THE LAST MENTIONED CIRCULAR CURVE, RUN NORTH 61 DEGREES, 57 MINUTES 38 SECONDS WEST, A DISTANCE OF 20.0 FEET TO A POINT, SAID POINT BEING ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST;

THENCE RUN ALONG THE ARC OF THE LAST MENTIONED CURVE CONCAVE TO THE SOUTHEAST, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 17 DEGREES 21 MINUTES 16 SECONDS, A RADIUS OF 934.51 FEET (BEARING OF CHORD BEING SOUTH 19 DEGREES 21 MINUTES 24 SECONDS WEST. CHORD DISTANCE BEING 281.98 FEET). A DISTANCE OF 283.06 FEET TO A POINT;

THENCE DEFLECTING TO THE RIGHT RUN NORTH 60 DEGREES 04 MINUTES 14 SECONDS WEST, ALONG THE AFOREMENTIONED RIGHT-OF-WAY LINE, A DISTANCE OF 21.12 FEET TO A POINT;

THENCE RUN NORTH 58 DEGREES 37 MINUTES 29 SECONDS WEST, A DISTANCE OF 2.20 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST;

THENCE CONTINUE ALONG AFOREMENTIONED RIGHT-OF-WAY LINE, RUN ALONG THE ARC OF THE LAST MENTIONED CIRCULAR CURVE, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 08 DEGREES 40 MINUTES 37 SECONDS, A RADIUS OF 956.51 FEET (BEARING OF CHORD BEING SOUTH 06 DEGREES 48 MINUTES 47 SECONDS WEST, CHORD DISTANCE BEING 144.57 FEET). A DISTANCE OF 144.72 FEET TO THE POINT OF TANGENCY (PT) OF THE LAST MENTIONED CIRCULAR CURVE;

THENCE RUN SOUTH 02 DEGREES 28 MINUTES 43 SECONDS WEST, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF RAMP "D" OF STATE ROAD 25, ALONG A LINE TANGENT TO THE LAST MENTIONED CIRCULAR CURVE, A DISTANCE OF 136.207 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHWEST;

THENCE CONTINUE ALONG THE ABOVE MENTIONED RIGHT-OF-WAY LINE; ALONG THE ARC OF THE LAST MENTIONED CIRCULAR CURVE, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 48 DEGREES 39 MINUTES 02 SECONDS, A RADIUS OF 687.34 FEET (BEARING OF CHORD BEING SOUTH 27 DEGREES 42 MINUTES 01 SECONDS WEST. CHORD DISTANCE BEING 577.16 FEET). A DISTANCE OF 585.624 FEET TO A POINT;

THENCE RUN SOUTH 86 DEGREES 27 MINUTES 37 SECONDS WEST ALONG THE SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF RAMP "D" OF STATE ROAD 25 AND THENCE ALONG THE NORTHERLY LIMITED ACCESS LINE OF STATE ROAD 25 (JULIA TUTTLE CAUSEWAY), A DISTANCE OF 259.38 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST;

THENCE RUN ALONG THE SAID NORTHERLY LIMITED ACCESS LINE OF STATE ROAD 25, ALONG THE ARC OF THE LAST MENTIONED CIRCULAR CURVE, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 22 DEGREES 23 MINUTES 01.51 SECONDS, A RADIUS OF 3703.72 FEET (BEARING OF CHORD BEING SOUTH 79 DEGREES 48 MINUTES 50.24 SECONDS WEST, CHORD DISTANCE BEING 1443.03 FEET), A DISTANCE OF 1452.32 FEET TO A POINT, SAID POINT BEING THE POINT OF TANGENCY (PT) OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST;

THENCE RUN NORTH 88 DEGREES 57 MINUTES 09 SECONDS WEST, ALONG THE SAID NORTHERLY LIMITED ACCESS LINE OF STATE ROAD 25, A TANGENT TO THE LAST MENTIONED CIRCULAR CURVE, A DISTANCE OF 573.19 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED.

NOTES:

1) THE SPECIFIC PURPOSE OF THIS SURVEY IS SHOW THE EXISTING FIELD CONDITION OF THE SUBJECT AREA.

2) BEARINGS SHOWN HEREON REFER TO AN ASSUMED BEARING OF N88°57'09" W ALONG THE CENTERLINE OF INTERSTATE 195/STATE ROAD No 25.

3) UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTINGS AND/OR FOUNDATIONS.

4) THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.

5) PROPERTY SHOWN HEREON FALLS WITHIN FEDERAL FLOOD HAZARD ZONE AE-7, PER F.I.R.M. COMMUNITY PANEL NO.120651 0317 L OF MAP NUMBER 12086C0317L AND COMMUNITY PANEL NO.120651 0309 L OF MAP NUMBER 12086C0309L, BOTH DATED 09-11-2009.

6) ALL OF THE UTILITIES, MANHOLES, VALVE COVERS, STORM INLETS & PULL BOXES, THAT HAVE BEEN SHOWN HEREON ARE AS LOCATED IN THE FIELD SURVEY. NOTE THAT NO UNDERGROUND UTILITIES HAVE BEEN SHOWN HEREON. NOTE FURTHER THAT THERE MAYBE OVERHEAD PIPING AND/OR OTHERS CONNECTED UTILITIES NOT SHOWN HEREON.

7) DISTANCES ALONG BOUNDARY OF SUBJECT PROPERTY ARE PER LEGAL DESCRIPTION UNLESS OTHERWISE STATED.

8) THIS SURVEY IS SUBJECT TO EASEMENTS AND RIGHTS OF WAY THAT WOULD BE REFLECTED ON A SEARCH OF TITLE OF THE SUBJECT LANDS

9) ELEVATIONS SHOWN HEREON REFER TO NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D.)

10) BENCHMARKS:

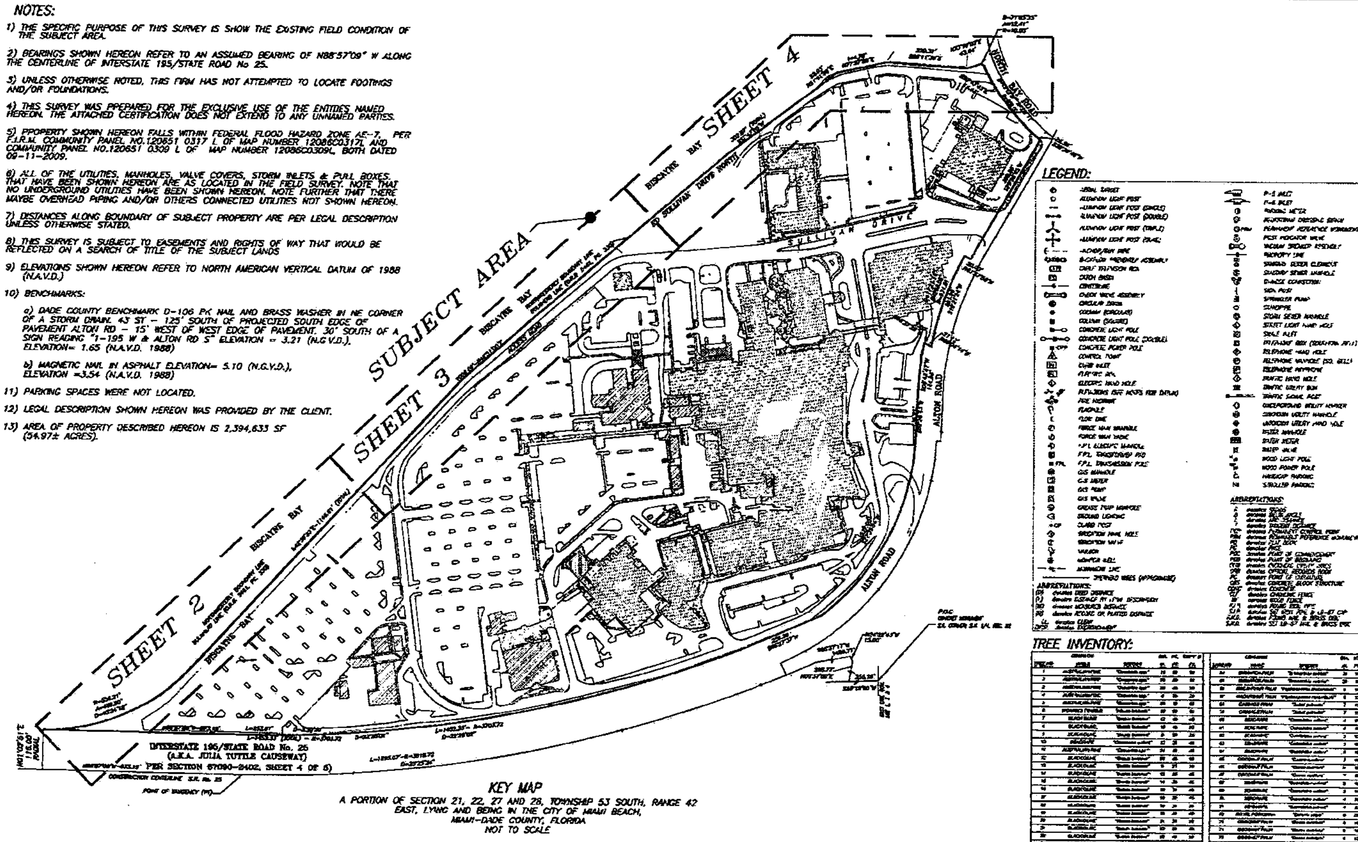
a) DADE COUNTY BENCHMARK D-106 PK NAIL AND BRASS WASHER IN NE CORNER OF A STORM DRAIN. 43 ST - 125' SOUTH OF PROJECTED SOUTH EDGE OF PAVEMENT ALTON RD - 15' WEST OF WEST EDGE OF PAVEMENT. 30' SOUTH OF A SIGN READING "I-195 W & ALTON RD S" ELEVATION = 3.21 (N.G.V.D.). ELEVATION= 1.65 (N.A.V.D. 1988)

b) MAGNETIC NAIL IN ASPHALT ELEVATION= 5.10 (N.G.V.D.), ELEVATION =3.54 (N.A.V.D. 1988)

11) PARKING SPACES WERE NOT LOCATED.

12) LEGAL DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT.

13) AREA OF PROPERTY DESCRIBED HEREON IS 2,394,633 SF (54.97± ACRES).



KEY MAP

A PORTION OF SECTION 21, 22, 27 AND 28, TOWNSHIP 53 SOUTH, RANGE 42 EAST, LYING AND BEING IN THE CITY OF MIAMI BEACH, MIAMI-DADE COUNTY, FLORIDA
NOT TO SCALE

TREE INVENTORY:

[illegible]

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS "TOPOGRAPHIC SURVEY" OF THE PROPERTY DESCRIBED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND DRAWN UNDER MY SUPERVISION AND DIRECTION. THIS SURVEY COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

Schwebke-Shiskin & Associates, Inc.

BY: MARK STEVEN JOHNSON — SECY & TREAS.
PROFESSIONAL LAND SURVEYOR #4775
STATE OF FLORIDA

MIAMIBEACH
PUBLIC WORKS DEPARTMENT
1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FL 33139

NEIGHBORHOOD #7/NAUTILUS

TITLE: TOPOGRAPHIC SURVEY OF MOUNT SINAI, BAY WALK PROJECT

CITY MANAGER:	JIMMY L. MORALES
DIRECTOR:	ERIC T. CARPENTER, P.E.
CITY ENGINEER:	BRUCE A. MOWRY, Ph.D., P.E.
ENGINEER OF RECORD:	--
DESIGN ENGINEER:	--
DRAWN BY:	LEG
CHECKER:	MSJ
SCALE:	1" = 20'

ENGINEER OF RECORD:

NO.	DATE	REVISION	APPD. BY
5			
4			
3			
2			
1			

File Path: [illegible]
File Name: MT SINAI SPECIFIC 2014.dwg
Survey Reference:
Field Book: 2227 Page: 48 Work Order: 203120
Date: 9/12/14 Sheet: 2 of 5 Drawing: 0-02

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 REQUEST FOR QUALIFICATIONS (RFQ) NO. 2015-211-KB FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR NORTH SHORE OPEN SPACE PARK, AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH: CALVIN, GIORDANO AND ASSOCIATES, INC., AS THE TOP RANKED PROPOSER; AND SHOULD THE ADMINISTRATION NOT BE SUCCESSFUL IN NEGOTIATING AN AGREEMENT WITH CALVIN, GIORDANO AND ASSOCIATES, INC., AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH EDSA, INC., AS THE SECOND HIGHEST RANKED PROPOSER; AND SHOULD THE ADMINISTRATION NOT BE SUCCESSFUL IN NEGOTIATING AN AGREEMENT WITH EDSA, INC., AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH BERMELLO AJAMIL AND PARTNERS, INC., AS THE THIRD HIGHEST RANKED PROPOSER; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT, UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.

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:

Following City Commission approval on July 8, 2015, the Administration issued Request for Qualifications (RFQ) No. 2015-211-KB for Architectural and Engineering Design Services for North Shore Open Space Park. A voluntary pre-proposal conference to provide information to the proposers submitting a response was held on July 24, 2015. RFQ responses were due and received on October 5, 2015. The City received a total of nine (9) proposals. The City received proposals from the following firms: Bermello Ajamil & Partners, EDSA, Inc., Keith & Schnars, P.A., MC Harry & Associates, Calvin, Giordano and Associates, Inc., BEA Architects, Leo A Daly, West Architecture + Design, and Chen Moore & Assoc. Proposal from Keith & Schnars, P.A., and Leo A Daly failed to comply with the minimum requirements as stated in the RFQ, and, accordingly, were deemed non-responsive.

The Committee convened on October 29, 2015 to consider 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 with 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 RFQ. The evaluation process resulted in the ranking of proposers as indicated in the table below.

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, Calvin, Giordano and Associates, Inc. Should negotiations fail, the City Manager recommends that the Administration be authorized to enter into negotiations with the second ranked proposer, EDSA, Inc. Should negotiations fail with the second ranked proposer, the City Manager recommends that the Administration be authorized to enter into negotiations with the third ranked proposer, Bermello Ajamil and Partners, Inc. Further, the City Manager recommends that the Mayor and City Clerk be authorized to sign the agreement with the successful firm.

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.
	2		
OBPI	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Alex Denis, David Martinez

Sign-Offs:

Department Director	Assistant City Manager	City Manager
DM AD	EC MT	JLM

T:\AGENDA\2015\December\PROCUREMENT\RFQ-2015-211-KB - A & E Design Services for North Shore Open Space Park - Summary.doc

MIAMIBEACH

AGENDA ITEM R7P

DATE 12-9-15

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: December 9, 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 REQUEST FOR QUALIFICATIONS (RFQ) NO. 2015-211-KB FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR NORTH SHORE OPEN SPACE PARK, AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH: CALVIN, GIORDANO AND ASSOCIATES, INC., AS THE TOP RANKED PROPOSER; AND SHOULD THE ADMINISTRATION NOT BE SUCCESSFUL IN NEGOTIATING AN AGREEMENT WITH CALVIN, GIORDANO AND ASSOCIATES, INC., AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH EDSA, INC., AS THE SECOND HIGHEST RANKED PROPOSER; AND SHOULD THE ADMINISTRATION NOT BE SUCCESSFUL IN NEGOTIATING AN AGREEMENT WITH EDSA, INC., AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH BERMELLO AJAMIL AND PARTNERS, INC., AS THE THIRD HIGHEST RANKED PROPOSER; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT, UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.**

ADMINISTRATION RECOMMENDATION
Adopt the Resolution.

KEY INTENDED OUTCOME SUPPORTED
Revitalize Key Neighborhoods, Starting With North Beach And Ocean Drive.

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 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 and new fencing, park hub to consolidate concessions and restrooms, maintenance yard and ocean rescue facility, dog park, exploratory park, sea-grape cove, children's playground, shade structures with BBQ, pedestrian beach access, multi-use walkways with lighting, open sodded areas, landscape and irrigation.

To seek 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 Administration prepared RFQ 2015-211-KB.

RFQ PROCESS

On July 8, 2015, the City Commission approved to issue the Request for Qualifications (RFQ) No. 2015-211-KB for Architectural and Engineering Design Services for North Shore Open Space Park. On July 9, 2015, the RFQ was issued. A voluntary pre-proposal conference to provide information to the proposers submitting a response was held on July 24, 2015. RFQ responses were due and received on October 5, 2015. The City received a total of nine (9) proposals. The City received proposals from the following firms: Bermello Ajamil & Partners, EDSA, Inc., Keith & Schnars, P.A., MC Harry & Associates, Calvin, Giordano and Associates, Inc., BEA Architects, Leo A Daly, West Architecture + Design, and Chen Moore & Assoc. Proposals from Keith & Schnars, P.A., and Leo A Daly failed to comply with the minimum requirements as stated in the RFQ, and, accordingly, were deemed non-responsive.

On September 8, 2015, the City Manager, via Letter to Commission (LTC) No. 356-2015, appointed an Evaluation Committee (the "Committee"), consisting of the following individuals:

- Daniel Veitia, Member of the North Beach Blue Ribbon Panel
- Jose Velez, Capital Projects Coordinator, Capital Improvement Program, City of Miami Beach
- Liz Valera, Deputy Director, Parks and Recreation Department, City of Miami Beach

The City Manager also considered the following individuals as alternates:

- Sabrina Bagleri, Senior Capital Projects Coordinator, Capital Improvement Program, City of Miami Beach
- Oniel Toledo, Project Coordinator, Parks and Recreation Department, City of Miami Beach

The Committee convened on October 29, 2015 to consider 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 with 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 RFQ. The evaluation process resulted in the ranking of proposers as indicated in the table below.

RFQ No. 2015-211-KB FOR A & E Design Services for North Shore Open Space Park	Daniel Veitia	Ranking	Jose Velez	Ranking	Oniel Toledo	Ranking		LOW AGGREGATE TOTALS	Rank
Bermello Ajamil & Partners	88	2	88	3	96	3		8	**3**
EDSA, Inc.	83	3	99	1	98	2		6	**2**
MC Harry and Associates	50	7	80	5	80	7		19	**7**
Calvin Giordano and Associates	95	1	89	2	100	1		4	**1**
BEA Architects	65	5	70	6	85	6		17	**5**
West Architecture + Design	70	4	85	4	93	4		12	**4**
Chen Moore and Assoc.	55	6	68	7	88	5		18	**6**

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, Calvin, Giordano and Associates, Inc. Should negotiations fail, the City Manager recommends that the Administration be authorized to enter into negotiations with the second ranked proposer, EDSA, Inc. Should negotiations fail with the second ranked proposer, the City Manager recommends that the Administration be authorized to enter into negotiations with the third ranked proposer, Bermello Ajamil and Partners, Inc. Further, the City Manager recommends that that Mayor and City Clerk be authorized to sign the agreement with the successful firm.

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. 2015-211-KB (the RFQ), For Architectural and Engineering Design Services for North Shore Open Space Park.

JLM/MT/EC/DM/AD

T:\AGENDA\2015\December\PROCUREMENT\RFQ-2015-211-KB - A & E Design Services for North Shore Open Space Park - 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 REQUEST FOR QUALIFICATIONS NO. 2015-211-KB FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR NORTH SHORE OPEN SPACE PARK, AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH: CALVIN GIORDANO AND ASSOCIATES, INC. AS THE TOP RANKED PROPOSER; AND, SHOULD THE ADMINISTRATION NOT BE SUCCESSFUL IN NEGOTIATING AN AGREEMENT WITH CALVIN, GIORDANO AND ASSOCIATES, INC., AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH EDSA, INC., AS THE SECOND HIGHEST RANKED PROPOSER; AND, SHOULD THE ADMINISTRATION NOT BE SUCCESSFUL IN NEGOTIATING AN AGREEMENT WITH EDSA, INC., AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH BERMELLO AJAMIL AND PARTNERS, INC., AS THE THIRD HIGHEST RANKED PROPOSER; 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. 2015-211-KB (the "RFQ") was issued on July 9, 2015, with an opening date of October 5, 2015; and

WHEREAS, a voluntary pre-proposal meeting was held on July 24, 2015; and

WHEREAS, the City received a total of nine (9) proposals; and

WHEREAS, on September 8, 2015, the City Manager, via Letter to Commission (LTC) No. 356-2015, appointed an Evaluation Committee (the "Committee") consisting of the following individuals:

- Daniel Veitia, Member of the North Beach Blue Ribbon Panel
- Jose Velez, Capital Projects Coordinator, Capital Improvement Program, City of Miami Beach
- Liz Valera, Deputy Director, Parks and Recreation Department, City of Miami Beach

The City Manager also considered the following individuals as alternates:

- Sabrina Bagleri, Senior Capital Projects Coordinator, Capital Improvement Program, City of Miami Beach
- Oniel Toledo, Project Coordinator, Parks and Recreation Department, City of Miami Beach; and

WHEREAS, the Committee convened on October 29, 2015 to consider the 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 each proposal; and

WHEREAS, the Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFQ; and

WHEREAS, the Committee's ranking was as follows: Calvin, Giordano and Associates, Inc.; EDSA Inc.; and Bermello Ajamil and Partners, Inc.; and

WHEREAS, 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, Calvin, Giordano and Associates, Inc.; and should negotiations fail, the City Manager recommends that the Administration be authorized to enter into negotiations with the second ranked proposer, EDSA, Inc.; and should negotiations fail with the second ranked proposer, the City Manager recommends that the Administration be authorized to enter into negotiations with the third ranked proposer, Bermello Ajamil and Partners, 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 Request for Qualifications No. 2015-211-KB For Architectural and Engineering Design Services for North Shore Open Space Park; enter into negotiations with Calvin, Giordano and Associates, Inc. as the top ranked proposer; and, should the Administration not be successful in negotiating an agreement with Calvin, Giordano and Associates, Inc., authorizing the Administration to enter into negotiations with EDSA, Inc., as the second highest ranked proposer; and, should the Administration not be successful in negotiating an agreement with EDSA, Inc., authorizing the Administration to enter into negotiations with Bermello Ajamil and Partners, Inc., as the third highest ranked proposer; 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.

_____
Philip Levine, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 12-1-15
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 REQUEST FOR QUALIFICATIONS (RFQ) NO. 2015-240-KB FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE FUTURE COMMUNITY PARK (FORMER PAR 3) PROJECT , AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH SAVINO & MILLER DESIGN STUDIO, AS THE TOP RANKED PROPOSER; AND SHOULD THE ADMINISTRATION NOT BE SUCCESSFUL IN NEGOTIATING AN AGREEMENT WITH: SAVINO & MILLER DESIGN STUDIO, AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH BERMELLO AJAMIL AND PARTNERS, INC., AS THE SECOND HIGHEST RANKED PROPOSER; AND SHOULD THE ADMINISTRATION NOT BE SUCCESSFUL IN NEGOTIATING AN AGREEMENT WITH BERMELLO AJAMIL AND PARTNERS, INC., AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH TBG PARTNERS, AS THE THIRD HIGHEST RANKED PROPOSER; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT, UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.

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 Administration issued Request for Qualifications (RFQ) No. 2015-240-KB for for Architectural and Engineering Design Services for The Future Community Park (Former Par 3) Project. On September 2, 2015, the City Commission approved to issue the Request for Qualifications (RFQ) No. 2015-240-KB for Architectural and Engineering Design Services for the Future Community Park (Former Par 3) Project. On September 14, 2015, the RFQ was issued. A voluntary pre-proposal conference to provide information to the proposers submitting a response was held on September 24, 2015. RFQ responses were due and received on November 5, 2015. The City received a total of six (6) proposals. The City received proposals from the following firms: Bermello Ajamil & Partners, EDSA, Inc., BEA Architects, TBG Partners, Savino & Miller Design Studio, and Chen Moore & Assoc. Proposals from Chen Moore & Assoc. and EDSA, Inc., failed to submit the required minimum requirement, and was, therefore, deemed non-responsive.

The Committee convened on November 12, 2015 to consider 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 with 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 RFQ.

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, Savino & Miller Design Studio. Should negotiations fail, the City Manager recommends that the Administration be authorized to enter into negotiations with the second ranked proposer, Bermello Ajamil & Partners. Should negotiations fail with the second ranked proposer, the City Manager recommends that the Administration be authorized to enter into negotiations with the third ranked proposer, TBG Partners.

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, David Martinez

Sign-Offs:

Department Director	Assistant City Manager	City Manager
DM ___ AD ___	EC ___ MT ___	JLM ___

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MIAMIBEACH

AGENDA ITEM R7Q

DATE 12-9-15

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: December 9, 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 REQUEST FOR QUALIFICATIONS (RFQ) NO. 2015-240-KB FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE FUTURE COMMUNITY PARK (FORMER PAR 3) PROJECT , AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH SAVINO & MILLER DESIGN STUDIO, AS THE TOP RANKED PROPOSER; AND SHOULD THE ADMINISTRATION NOT BE SUCCESSFUL IN NEGOTIATING AN AGREEMENT WITH: SAVINO & MILLER DESIGN STUDIO, AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH BERMELLO AJAMIL AND PARTNERS, INC., AS THE SECOND HIGHEST RANKED PROPOSER; AND SHOULD THE ADMINISTRATION NOT BE SUCCESSFUL IN NEGOTIATING AN AGREEMENT WITH BERMELLO AJAMIL AND PARTNERS, INC., AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH TBG PARTNERS, AS THE THIRD HIGHEST RANKED PROPOSER; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT, UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.**

ADMINISTRATION RECOMMENDATION
Adopt the Resolution.

KEY INTENDED OUTCOME SUPPORTED
Revitalize Key Neighborhoods, Starting With North Beach And Ocean Drive.

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 Project is located at 2795 Prairie Avenue, Miami Beach, FL. The qualified Proposer will be responsible for providing Architectural, Structural Engineering, Mechanical, Electrical and Plumbing (MEP) Engineering, Civil Engineering, Environmental Engineering, Florida Department of Environmental Protection (FDEP) 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, environmental services, design development, estimate(s) of probable construction cost, construction documents, permitting, bidding / award, and construction administration services for the Project.

The City's Planning Department was tasked with developing a conceptual design for the newly designated park project. Representatives from the Planning Department presented their conceptual design to the Neighborhood/Community Affairs Committee (NCAC) at its regularly scheduled meeting. The key components of the conceptual plan include the development of an appropriate range of spaces and facilities for general and passive recreation, such as, open play areas, walking paths, lakes, landscape areas, etc.; maintaining certain elements of the existing topography; and providing accessibility to the neighboring community. Planning Department staff utilized examples of various park elements from various well-known parks throughout the country and incorporated these elements into the conceptual design. They also worked closely with representatives from the Police Department to ensure that the design contemplated security elements that would ensure safety for park visitors and the neighboring community. Proposed improvements will include a Formal Entrance(s), parking areas, Tennis Courts, Central Plaza and Gardens, Open Lawn, Dog Park, Vita Course Loop, Open Sodded Area, Landscape and Irrigation, ADA Children's Play Area and Restroom Facility.

Proposals were requested 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.

RFQ PROCESS

On September 2, 2015, the City Commission approved to issue the Request for Qualifications (RFQ) No. 2015-240-KB for Architectural and Engineering Design Services for the Future Community Park (Former Par 3) Project. On September 14, 2015, the RFQ was issued. A voluntary pre-proposal conference to provide information to the proposers submitting a response was held on September 24, 2015. RFQ responses were due and received on November 5, 2015. The City received a total of six (6) proposals. The City received proposals from the following firms: Bermello Ajamil & Partners, EDSA, Inc., BEA Architects, TBG Partners, Savino & Miller Design Studio, and Chen Moore & Assoc. Proposals from Chen Moore & Assoc. and EDSA, Inc., failed to submit the required minimum requirement, and was, therefore, deemed non-responsive.

On November 3, 2015, the City Manager, via Letter to Commission (LTC) No. 433-2015, appointed an Evaluation Committee (the "Committee"), consisting of the following individuals:

- Roberto Rodriguez, Capital Projects Coordinator, Capital Improvement Program, City of Miami Beach
- Oniel Toledo, Project Coordinator, Parks and Recreation Department, City of Miami Beach
- Rogelio Madan, Principal Planner, Planning Department, City of Miami Beach
- Margarita Wells, Environmental Resource Manager, Public Works, City of Miami Beach
- Stephanie Rosen, Parks and Recreational Facilities Advisory Board Member
- Amelia Gowdy, Miami Beach Senior High Parent Teacher Student Association
- Gary Hunt, Bayshore Homeowners Association

The City Manager also considered the following individuals as alternates:

- Mark Tomczyk, Senior Capital Projects Coordinator, Capital Improvement Program, City of Miami Beach
- Ricardo Guzman, Senior Planner, Planning Department, City of Miami Beach

- Jane Gross, Bayshore Homeowners Association

The Committee convened on November 12, 2015 to consider 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 with 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 RFQ. The evaluation process resulted in the ranking of proposers as indicated in the table below.

RFQ No. 2015-240-KB FOR A & E Design Services for the Future Community Park Project	Mark Tomczyk	Ranking	Oniel Toledo	Ranking	Rogelio Madan	Ranking	Margarita Wells	Ranking	Stephanie Rosen	Ranking	Amelia Gowdy	Ranking	Gary Hunt	Ranking	Jane Gross	Ranking	LOW AGGREGATE TOTALS	Rank
Bermello Ajamil & Partners	93	1	76	3	88	1	63	2	93	1	98	1	83	3	78	2	14	2
Savino & Miller Design Studio	90	2	100	1	85	2	80	1	89	2	90	2	105	1	100	1	12	1
BEA Architects	63	4	68	4	43	4	43	4	33	4	63	4	43	4	48	4	32	4
TBG Partners	70	3	85	2	57	3	60	3	75	3	75	3	85	2	60	3	22	3

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, Savino & Miller Design Studio. Should negotiations fail, the City Manager recommends that the Administration be authorized to enter into negotiations with the second ranked proposer, Bermello Ajamil & Partners. Should negotiations fail with the second ranked proposer, the City Manager recommends that the Administration be authorized to enter into negotiations with the third ranked proposer, TBG Partners. Further, the City Manager recommends that that Mayor and City Clerk be authorized to sign the agreement with the successful firm.

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. 2015-240-KB (the RFQ), For Architectural and Engineering Design Services for the Future Community Park (Former Par 3) Project.

JLM/MT/EC/DM/AD

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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 FIRMS, PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2015-240-KB FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE FUTURE COMMUNITY PARK (FORMER PAR 3) PROJECT, AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH SAVINO & MILLER DESIGN STUDIO AS THE TOP RANKED PROPOSER; AND, SHOULD THE ADMINISTRATION NOT BE SUCCESSFUL IN NEGOTIATING AN AGREEMENT WITH SAVINO & MILLER DESIGN STUDIO, AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH BERMELLO AJAMIL AND PARTNERS, INC., AS THE SECOND HIGHEST RANKED PROPOSER; AND, SHOULD THE ADMINISTRATION NOT BE SUCCESSFUL IN NEGOTIATING AN AGREEMENT WITH BERMELLO AJAMIL AND PARTNERS, INC., AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH TBG PARTNERS, AS THE THIRD HIGHEST RANKED PROPOSER; 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. 2015-211-KB (the "RFQ") was issued on September 14, 2015, with an opening date of November 5, 2015; and

WHEREAS, a voluntary pre-proposal meeting was held on September 24, 2015; and

WHEREAS, the City received a total of six (6) proposals; and

WHEREAS, on November 3, 2015, the City Manager, via Letter to Commission (LTC) No. 433-2015, appointed an Evaluation Committee (the "Committee") consisting of the following individuals:

- Roberto Rodriguez, Capital Projects Coordinator, Capital Improvement Program, City of Miami Beach
- Oniel Toledo, Project Coordinator, Parks and Recreation Department, City of Miami Beach
- Rogelio Madan, Principal Planner, Planning Department, City of Miami Beach
- Margarita Wells, Environmental Resource Manager, Public Works, City of Miami Beach
- Stephanie Rosen, Parks and Recreational Facilities Advisory Board Member
- Amelia Gowdy, Miami Beach Senior High Parent Teacher Student Association
- Gary Hunt, Bayshore Homeowners Association

The City Manager also considered the following individuals as alternates:

- Mark Tomczyk, Senior Capital Projects Coordinator, Capital Improvement Program, City of Miami Beach
- Ricardo Guzman, Senior Planner, Planning Department, City of Miami Beach
  Jane Gross, Bayshore Homeowners Association; and

WHEREAS, the Committee convened on November 12, 2015 to consider the 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 each proposal; and

WHEREAS, the Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFQ; and

WHEREAS, the Committee's ranking was as follows: Savino & Miller Design Studio; Bermello Ajamil & Partners; and TBG Partners; and

WHEREAS, 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, Savino & Miller Design Studio; and, should negotiations fail, the City Manager recommends that the Administration be authorized to enter into negotiations with the second ranked proposer, Bermello Ajamil & Partners; and, should negotiations fail with the second ranked proposer, the City Manager recommends that the Administration be authorized to enter into negotiations with the third ranked proposer, TBG Partners.

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 No. 2015-240-KB, For Architectural and Engineering Design Services for the Future Community Park (Former Par 3) Project; enter into negotiations with Savino & Miller Design Studio, as the top ranked proposer; and, should the Administration not be successful in negotiating an agreement with Savino & Miller Design Studio, authorizing the Administration to enter into negotiations with Bermello Ajamil & Partners, as the second highest ranked proposer; and, should the Administration not be successful in negotiating an agreement with Bermello Ajamil & Partners, authorizing the Administration to enter into negotiations with TBG Partners, as the third highest ranked proposer; 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.

_____
Philip Levine, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 12-1-5
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 MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND KIMLEY-HORN AND ASSOCIATES, INC., PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2015-213-KB, FOR THE 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/Enhance Pedestrian Safety Universally.

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

Item Summary/Recommendation:

On July 10, 2015, the RFQ Request for Qualifications (RFQ) No. 2015-213-KB for the preparation of environmental analysis for Miami Beach transit projects including the Beach Corridor Transit Connection Project and related services was issued. The City received a total of four (4) proposals. The City received four proposals: Kimley-Horn & Associates, Inc., Parsons Brinckerhoff, Inc., HNTB Corporation, and Atkins North America, Inc.

An Evaluation Committee appointed by the City Manager convened on October 1, 2015, to consider proposals received and interview the proposers. After reviewing all the submissions and the results of the evaluation process, the City Manager recommended 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 recommended that the Administration be authorized to enter into negotiations with the second ranked proposer, Parsons Brinckerhoff, Inc. Should negotiations fail with the second ranked proposer, the City Manager recommended that the Administration be authorized to enter into negotiations with the third ranked proposer, HNTB Corporation.

At the October 14, 2015 Commission meeting, the Manager was directed by the City Commission to negotiate with the top two proposers (Kimley-Horn and Associates, Inc. and Parsons Brinckerhoff, Inc.), however, subsequent to the October 14, 2015 Commission meeting, on November 2, 2015, the City's Procurement Director received notification from that Parsons Brinckerhoff, Inc. was withdrawing from negotiations. Given, the withdrawal of Parsons Brinckerhoff, Inc. from negotiations, the Administration, has successfully negotiated with Kimley-Horn the general terms and terms and conditions whereby Kimley-Horn will be engaged to provide professional consulting services on one or more Projects with the specifics to each engagement to be set forth in an executed Consultant Service Order (CSO with compensation budgeted in the CSOs, and the cost determined based on estimated hours to complete the scope of work and pre-determined hourly rates set forth in the agreement.

RECOMMENDATION: ADOPT THE RESOLUTION.

Advisory Board Recommendation:

Financial Information:

Source of Funds: OBPI		Amount	Account
	1		To be determined on a project by project basis, subject to funds previously appropriated through the City's budgeting process
	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Alex Denis, Jose Gonzalez

Sign-Offs:

Department Director	Assistant City Manager	City Manager
JRG AD	KGB MT	JLM

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MIAMIBEACH

AGENDA ITEM R7R

DATE 12-9-15

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: December 9, 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 AN AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND KIMLEY-HORN AND ASSOCIATES, INC., PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2015-213-KB, FOR THE 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/Enhance Pedestrian Safety Universally.

FUNDING

The cost of the related services for preparation of environmental analyses for Miami Beach transit projects, to be determined on a project by project basis, are subject to funds previously appropriated through the City's budgeting process, with the specifics to be set forth through separately negotiated consultant work orders for each project.

BACKGROUND

There are several initiatives underway that will require environmental review services for Transportation projects

South Beach Portion of the Beach Transit Connection Project

In October 2013, pursuant to requests from the cities of Miami Beach and Miami, the Miami-Dade Metropolitan Planning Organization (MPO) commenced a planning-level study that refreshed and updated the decade-old Baylink study in partnership with Miami-Dade Transit (MDT), Florida Department of Transportation (FDOT), and the cities of Miami Beach and Miami (entitled the Beach Corridor Transit Connection Study).

The MPO study was completed in June 2015 and reaffirmed the MacArthur Causeway as the preferred alignment to connect Miami Beach and Miami. The study recommended an off-wire or "wireless" light rail transit/modern streetcar system for the portion within each urban area as the preferred vehicle technology for propulsion - a more context-sensitive and community-friendly solution for our city than elevated heavy rail or light rail cantenary ("wired") systems-

as well as the use of exclusive lanes for the transit vehicles in order to provide reliable service.

Phase 1 of the recommended route alignment within Miami Beach consists initially of the MacArthur Causeway, 5th Street, and Washington Avenue in order to provide a direct connection to the Miami Beach Convention Center. This initial route alignment is referred to as the Direct Connect, with additional phases recommended for the future.

At the April 29, 2015 Commission meeting, the City Commission adopted a Resolution 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 MPO Policy Executive Committee (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. The PEC met again on November 30, 2015 to discuss FDOT's recommendations regarding approaches to expedite the entire project (Downtown-MacArthur Causeway- Convention Center) and allowing each City to move forward with their portion of the project to the extent that it does not jeopardize funding for the overall project. The FDOT proposed approach, approved by the Federal Transit Administration (FTA), consists of an expedited approach that defines the limits of the regional transit connectivity project to be from the Miami Beach Convention Center to Government Center in Downtown Miami. This approach would expedite the project development phase within a 24-month timeframe and provide the opportunity for Federal funding up to 50 percent of the project, as well as 50% State funding for any portion not covered by Federal funding. In addition, this approach would also provide for financing under the Transportation Infrastructure Finance and Innovation Act (TIFIA) program which provides Federal credit assistance in the form of direct loans, in the event that Federal funding is not available in a timely manner.

FTA and FDOT have advised that any environmental and engineering studies completed for the Miami Beach portion of the overall regional connectivity project completed in parallel to FDOT procurement of a Consultant for the entire project would then be provided to FDOT to expedite completing the state's unifying project development document in compliance with National Environmental Policy Act (NEPA) standards.

Short Term Enhanced Bus Project

In order to expedite enhanced transit services in South Beach in the short term, the City has been evaluating opportunities to initiate exclusive lane/prioritized bus service along the Direct Connect route described above until the light rail/modern streetcar project is implemented. This type of service will also require environmental reviews, albeit at a much more simplistic level.

The City has also began discussions for premium service (perhaps on-shoulders) on the Julia Tuttle Causeway which would also require some type of environmental review.

Transportation Master Plan

As part of the Transportation Master Plan, the City Commission adopted a Resolution in July, 2015 prioritizing pedestrians, bicycles, and transit over private vehicles. In support of this modal prioritization, the draft Transportation Master Plan includes many initiatives in support of transit that will require environmental reviews and evaluation of proposals.

PROCUREMENT PROCESS

On July 8, 2015, the City Commission approved to issue the Request for Qualifications (RFQ) No. 2015-213-KB for the preparation of environmental analysis for Miami Beach transit projects including the Beach Corridor Transit Connection Project and related services. On July 10, 2015, the RFQ was issued. A voluntary pre-proposal conference to provide information to the proposers submitting a response was held on August 19, 2015. RFQ responses were due and received on September 11, 2015. The City received a total of four (4) proposals. The City received proposals from the following firms: Kimley-Horn & Associates, Inc., Parsons Brinckerhoff, Inc., HNTB Corporation, and Atkins North America, Inc.

After reviewing all the submissions and the results of the evaluation process, the City Manager recommended that the Mayor and City Commission authorize the Administration to enter into negotiations with the top ranked proposer, Kimley-Horn and Associates, Inc. (Kimley-Horn). Should negotiations fail, the City Manager recommended that the Administration be authorized to enter into negotiations with the second ranked proposer, Parsons Brinckerhoff, Inc. (Parsons). Should negotiations fail with the second ranked proposer, the City Manager recommended that the Administration be authorized to enter into negotiations with the third ranked proposer, HNTB Corporation (HNTB).

At the October 14, 2015 Commission meeting, the Manager was directed by the City Commission to negotiate with the top two proposers (Kimley-Horn and Associates, Inc. and Parsons Brinckerhoff, Inc.), however, subsequent to the October 14, 2015 Commission meeting, on November 2, 2015, the City's Procurement Director received notification from Parsons Brinckerhoff, Inc. that stated the following:

> "We are standing down from negotiations and are working in good faith within the procurement process to accept a role under a single contract arrangement."

Given the withdrawal of Parsons from negotiations, the Administration, in consultation with the City Attorney, advised Parsons that, if withdrawn from negotiations, any role that they would perform for the engagement would need to be in a sub-consultant role directed negotiated between Kimley-Horn and Parsons without the City's involvement.

The services to be provided shall support the City staff in all aspects of advancing and implementing the "Preparation of Environmental Analysis for Miami Beach Transit Projects, including the Beach Corridor Transit Connection Project and Related Services." The specifics of the work items associated with these services have not been finalized at this time. Some of the services associated with this program could include, but are not limited to, planning; visioning; data collection and analyses; environmental analyses and permitting; stakeholder coordination and public engagement; reporting to the City, State, and Federal agencies as required; design and engineering; procurement support and other activities as necessary.

The general services to be rendered by the Kimley-Horn team will fall under the two main headings as outlined by the City:

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 Beach Component of the Beach Corridor Transit Connection Project; and
2. Reviewing and evaluating proposals, and developing agreements and supporting documentation resulting from proposals, both from a technical and financial perspective, including Public-Private Partnership (P3) proposals.

The Administration has negotiated with Kimley-Horn the general terms and conditions whereby Kimley-Horn will be engaged to provide professional consulting services on one or more transit projects with the specifics to each engagement to be set forth in an executed Consultant Service Order (CSO). The Kimley-Horn Team will provide the services set forth below through separately negotiated and executed CSOs with compensation budgeted in the CSOs, and the cost determined based on estimated hours to complete the scope of work and pre-determined hourly rates set forth in the agreement.

CONCLUSION

The Administration recommends that the Mayor and City Commission approve the Resolution authorizing the Mayor And City Clerk to execute an agreement between the City of Miami Beach and Kimley-Horn And Associates, Inc., for the preparation of Environmental Analysis for Miami Beach transit projects including the Beach Corridor Transit Connection Project and related services, pursuant to Request For Qualifications (RFQ) No. 2015-213-KB

JLM/MT/KGB/JRG/AD

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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND KIMLEY-HORN AND ASSOCIATES, INC., FOR THE PREPARATION OF ENVIRONMENTAL ANALYSIS FOR MIAMI BEACH TRANSIT PROJECTS INCLUDING THE BEACH CORRIDOR TRANSIT CONNECTION PROJECT AND RELATED SERVICES, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2015-213-KB

WHEREAS, Request for Qualifications No. 2015-213-KB (the RFQ) was issued on July 19, 2015, with an opening date of September 11, 2015; and

WHEREAS, a voluntary pre-proposal meeting was held on August 19, 2015; and

WHEREAS, the City received a total of four (4) proposals; and

WHEREAS, an Evaluation Committee convened on October 1, 2015 to consider the proposals received; and

WHEREAS, the Committee's ranking was as follows: Kimley-Horn and Associates, Inc., top-ranked, Parsons Brinckerhoff, Inc., second highest ranked, and HNTB Corporation, third highest ranked; and

WHEREAS, after reviewing all the submissions and the results of the evaluation process, the City Manager recommended that the Mayor and City Commission authorize the Administration to enter into negotiations with the top ranked proposer, Kimley-Horn and Associates, Inc.; and should negotiations fail, the City Manager recommended that the Administration be authorized to enter into negotiations with the second ranked proposer, Parsons Brinckerhoff, Inc.; and should negotiations fail with the second ranked proposer, the City Manager recommended that the Administration be authorized to enter into negotiations with the third ranked proposer, HNTB Corporation; and

WHEREAS, at its October 14, 2015 City Commission Meeting, after considering the City Manager's recommendation, the proximity of scores received by the Kimley-Horn and Associates, Inc. and Parsons Brinckerhoff, Inc., as well as the qualifications of both firms, and discussion by staff and others, the City Commission deemed that both firms were equally qualified to carry out the requirements of the RFQ; and, accordingly, authorized the Administration to conduct negotiations with both firms, as the two (2) most qualified firms; and

WHEREAS, subsequent to the October 14, 2015 Commission meeting, on November 2, 2015, the City's Procurement Director received notification from Parsons Brinckerhoff, Inc. that stated the following: "We are standing down from negotiations and are working in good faith within the procurement process to accept a role under a single contract arrangement."

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that Mayor and City Commission of the City of Miami Beach, Florida, approve the Resolution authorizing The Mayor And City Clerk to execute an agreement Between the City of Miami Beach and Kimley-Horn And Associates, Inc., for The Preparation Of Environmental Analysis For Miami Beach Transit Projects Including The Beach Corridor Transit Connection Project And Related Services, Pursuant To Request For Qualifications (RFQ) No. 2015-213-KB

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

12-1-15

City Attorney RAV Date

EXHIBIT A – SCOPE OF SERVICES

Preparation of Environmental Analysis for Miami Beach Transit Projects, including the Beach Corridor Transit Connection Project and Related Services

Project Understanding

The City of Miami Beach and the Consultant (aka the Kimley-Horn Team) desire to set forth the general terms and conditions whereby the Kimley-Horn Team will be engaged to provide professional consulting services on one or more Projects (with respect to each engagement the "Project"), with the specifics to each engagement to be set forth in an executed Consultant Service Order (CSO). The Kimley-Horn Team will provide the services set forth below through separately negotiated and executed CSOs with compensation budgeted in the CSOs.

The services to be provided shall support the City of Miami Beach staff in all aspects of advancing and implementing the "Preparation of Environmental Analysis for Miami Beach Transit Projects, including the Beach Corridor Transit Connection Project and Related Services." The specifics of the work items associated with these services have not been finalized at this time. Some of the services associated with this program could include, but are not limited to planning; visioning; data collection and analyses; environmental analyses and permitting; stakeholder coordination and public engagement; reporting to the City, State, and Federal agencies as required; design and engineering; procurement support and other activities as necessary.

The general services to be rendered by the KHA Team will fall under the two main headings as outlined by the City of Miami Beach:

1. Developing the scope and deliverables of the desired environmental analyses and documents in order to expedite the implementation of the City of Miami Beach transit projects, including the Miami Beach Component of the Beach Corridor Transit Connection Project; and

2. Reviewing and evaluating proposals, and developing agreements and supporting documentation resulting from proposals, both from a technical and financial perspective, including Public-Private Partnership (P3) proposals.

The following general scope items provide a description of the types and range of services that could be authorized by the City of Miami Beach on an individual CSO basis. These tasks are not intended to be an all-inclusive listing of tasks but a general description of the types of services that may be needed by the City of Miami Beach under each of these two categories:

Developing the scope and deliverables of the desired environmental analyses and documents in order to expedite the implementation of City of Miami Beach transit projects

Project Development and Engineering

Project Development and Engineering includes all services which facilitate the planning, designing, and engineering of new transit systems and horizontal or vertical transit facilities, as necessary to define the projects to a level necessary for environmental analyses and documentation and to advance projects toward implementation through the appropriately determined project delivery method. Technical and consulting services under this task may include but not be limited to:

- Aerial photography
- Geotechnical surveys
- Topographic surveys
- Subsurface utility exploration
- Utility assessment, conflict identification, coordination, and mitigation
- Origin and destination studies and market surveys
- Ridership estimation - regional travel demand modeling and corridor/mode specific applications
- Operations planning, route analysis, and performance assessment
- Fare collection
- Traffic engineering and corridor simulation
- Evaluation of dedicated transit lanes
- Bus rapid transit (BRT), Enhanced Bus Service (EBS), light-rail transit (LRT)/streetcar right-of-way and guideway/track design
- Station/stop area design and streetscape planning
- Multimodal streetscape design
- Intelligent transportation systems, traffic signal operations, traffic management, signal prioritization
- Civil and structural engineering and design
- Systems engineering, communications, train control
- Power supply, traction power, substations
- Off-wire technologies and alternative propulsion
- Vehicle specifications and procurement
- Capital costs (opinion of probable costs) estimates
- Operating and maintenance costs estimates
- Maintenance and storage programming, location selection and site design
- Transit oriented design and development
- State-of-good repair assessment
- Right-of-way, real estate management
- Assessment of project finance and delivery methods
- Other services as deemed necessary to advance projects
- Miscellaneous tasks and services

Environmental Analyses, Documentation, Compliance Assessment and Permitting

Environmental analyses, compliance assessment, and permitting includes the services necessary to achieve environmental compliance, approvals and necessary permits (when applicable) for project design, engineering, construction and implementation.

Depending on the potential of impact for transit projects affecting areas outside of the existing transportation rights-of-way, the appropriate class of action could range from categorical exclusion (CE) to a significantly more Environmental Assessment (EA), or Environmental Impact Statement (EIS). Engaging Federal involvement and funding in addition has further implications on the requirements for environmental analyses and documentation. The Team will provide support in making an early determination of the appropriate environmental class of action necessary. Technical and consulting services under this task may include but not be limited to:

- Consult with the appropriate City, State and Federal agencies and stakeholders regarding appropriate environmental class of action (Documented Cat Ex/EA/SEIR/EIS)
- Prepare project descriptions and define project purpose and need
- Environmental data collection, analysis and documentation including but not limited to:
    - Social Resources and Effects Evaluation
    - Environmental Justice (EJ)
    - Land Use
    - Relocation Potential
    - Visual and Aesthetics
    - Cultural Resources
    - Recreational, Section 4(f) Resources
    - Natural Resources
    - Wetlands and Essential Fish Habitat
    - Floodplains
    - Water Quality
    - Special Designations
    - Wildlife and Habitat
    - Permit Conditions
    - Noise and Vibration
    - Air Quality
    - Construction Impact Analysis
    - Contamination
    - Utilities
- Prepare environmental documents (Documented Categorical Exclusion, Environmental Assessment/Finding of No Significant Impact, Environmental Impact Statement/Record of Decision, State Environmental Impact Report)
- Permitting
- Other services as deemed necessary to advance projects

Stakeholder Consensus and Documentation

Key stakeholders will be identified with the City of Miami Beach to provide an approach that considers all project opinions. Technical and consulting services under this task may include but not be limited to:

- Agency Stakeholder Coordination
    - Technical advisory committee (TAC) for technical advice
    - One-on-one meetings with agencies and key stakeholders
    - One-on-one meetings with elected officials

Public Coordination, Consensus and Documentation

An approach to public involvement will be developed with the City of Miami Beach that is inclusive and considers all project opinions. Technical and consulting services under this task may include but not be limited to:

- Public Engagement Plan
    - Define Engagement Techniques
    - Identify Key Messages
    - Link Engagement Activities to Project Schedule
- Engagement Techniques
    - Web Site
    - Social Media
    - Public Meetings
    - Business Outreach
    - Technical Advisory Committee
    - Review Agency Coordination
- Public workshops, meetings and information sessions
- Prepare presentations, display, 3D models, videos, and animations
- Conduct public hearing(s)

Project Finance and Grant Development

The Kimley-Horn Team will support the City of Miami Beach in identifying funding strategies for projects, and particularly identifying non-traditional sources of funding that support, leverage and even eliminate the need for traditional federal funding programs. The Kimley-Horn Team's specific duties and engagement will be better delineated with the application of each project. Technical and consulting services under this task may include but not be limited to:

- Initial screen of local, state, and federal funding options (capital and operating)
    - High level screen of available funding options – table of funding options

- In partnership with the City of Miami Beach, develop guidelines for possible funding sources
- Workshop with City of Miami Beach staff and the City's Financial Advisors and partners (as defined by the City of Miami Beach) to discuss funding options and to narrow the list of feasible funding options based on the guidelines and provide any support needed in order for the City's Financial Advisors to develop forecasts of prioritized funding sources and order of magnitude estimates for each funding option and to advance funding options that appear viable into funding commitments necessary to move the project forward.

- Partner with the City of Miami Beach on the best strategies to move funding options forward
  - Identify preliminary steps to move the narrowed list of funding options forward and the anticipated timing to do so
  - Workshop with the City of Miami Beach and partners to finalize steps to move the finalized funding options forward
- Assist the City of Miami Beach with Grant applications for state or federal (TIGER) discretionary grants (as needed)

Reviewing and evaluating proposals, both from a technical and financial perspective, including reviewing Public-Private Partnership (P3) proposals

The Kimley-Horn Team may be requested to participate in the development of requests for proposals and/or the evaluation of proposals received, including unsolicited proposals. Technical and consulting services under this task may include but not be limited to:

- Development of proposal specifications for procurement solicitations
- Development of evaluation criteria for procurement solicitations
- Working with the City of Miami Beach in conducting Industry Forum(s) to solicit market interest at the City of Miami Beach's discretion
- Evaluating proposals received
  - Money value (cost effectiveness)
  - Qualifications
  - Performance specifications
- Assist in development of agreements resulting from proposals

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND KIMLEY-HORN AND ASSOCIATES, INC. FOR ENVIRONMENTAL ANALYSIS SERVICES PURSUANT TO RFQ 2015-213-KB PREPARATION OF ENVIRONMENTAL ANALYSIS FOR MIAMI BEACH TRANSIT PROJECTS INCLUDING THE BEACH CORRIDOR TRANSIT CONNECTION PROJECT AND RELATED SERVICES

This Professional Services Agreement ("Agreement") is entered into this _____ day of **December**, 2015, 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 **Kimley-Horn and Associates, Inc.**, a **North Carolina Corporation**, whose address is **1221 Brickell Avenue, Suite 400, Miami, FL 33131**(Consultant).

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: Not to exceed amount paid to the Consultant pursuant to this Agreement.

Proposal Documents: Proposal Documents shall mean City of Miami Beach **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**, 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.

Consultant Service Order: "Consultant Service Order" shall specifically describe and delineate the particular services which will be required of Consultant for the Project that is the subject of such order.

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).

2.2 Consultant's Services, and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule in the Consultant Service Order.

2.3 Consultant shall only commence any services, or portions thereof, upon issuance of a Consultant Service Order by the City.

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) years**, with **a 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 the Consultant Service Oder.

SECTION 4
FEE

4.1 In consideration of the Services to be provided, Consultant shall be compensated **through individual Consultant Service Orders issued for a particular project**, on a "fixed fee" or "not to exceed" basis. Notwithstanding the preceding, the total fee paid to Consultant pursuant to this Agreement shall be subject to funds availability approved through the City's budgeting process.

4.2 The City shall pay the Consultant the "lump sum" amount identified in the approved Consultant Service Order based on the Consultant's hourly rates set forth in Exhibit B, attached hereto. Other direct expenses will be billed at 1.00 times cost. All permitting, application, and similar project fees will be paid directly by the City. Approved Additional Services shall be compensated in accordance with the hourly rates set forth in Exhibit C. Consultant shall not commence any additional services unless approved, in writing by the City. Any request for payment of additional services shall be included in a Consultant payment request.

4.3 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:

Josiel Ferrer-Diaz, EI, Transportation Manager
City of Miami Beach
1700 Convention Center Drive
Transportation Department
4th Floor
Miami Beach, Florida 33139

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 and employees, from and against any and all actions (whether at law or in equity), liabilities, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise 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, as a result of the Consultant's performance of the Services pursuant to this Agreement.

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

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. 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;
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 certificate for General 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 $100,000, less any fee actually paid to Consultant under this agreement. 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 $100,000, less any fee actually paid to Consultant under this agreement.

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 $100,000 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, less any fee actually paid to Consultant under 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 DELETED]

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: **Kimley-Horn and Associate, Inc.**
1221 Brickell Avenue, Suite 400
Miami, Florida 33131
Attn: Robert Lapore, P.E., Project Manager

TO CITY: **City of Miami Beach**
1700 Convention Center Drive
Transportation Department
4th Floor
Miami Beach, Florida 33139
Attn: Josiel Ferrer-Diaz, EI, Transportation Manager

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:

Kimley-Horn and Associates, Inc.

ATTEST:

By: _____
Secretary

_____
Project Manager

_____

R. Russell Barnes, III, PE

Print Name

Print Name / Title

Date: _____

Date:_____

EXHIBIT B

Kimley»Horn

Classification	Billing Rate*
Project Manager	$330.00
Senior Specialist FTA Consulting	$525.00
Senior Specialist Financial P3 Director	$420.00
Senior Financial Advisor	$325.00
Financial Advisor I	$280.00
Financial Advisor II	$210.00
Senior Specialist Public Affairs	$295.00
Public Affairs Officer	$130.00
Senior Specialist Cultural Resources	$250.00
Senior Vehicle Consultant	$295.00
Senior Systems Consultant	$255.00
Chief Engineer Ops / Facilities	$290.00
Chief Engineer	$350.00
Senior Engineer	$250.00
Senior Project Engineer	$200.00
Project Engineer	$180.00
Engineer	$150.00
Engineering Intern	$130.00
Chief Planner	$280.00
Senior Planner	$230.00
Planner	$160.00
Chief Scientist	$225.00
Senior Scientist	$180.00
Scientist	$145.00
Environmental Specialist	$105.00
Senior Landscape Architect	$210.00
Landscape Architect	$160.00
Landscape Architect Intern	$110.00
Senior Creative Director	$170.00
Project Control Specialist	$100.00
Support Analyst I	$100.00
Support Analyst II	$85.00
Support Analyst III	$65.00
3-Man Surveying crew	$180.00
2-Man Surveying crew	$140.00
Secretary/Clerical	$60.00

Notes:

(1) Rates will be adjusted annually on July 1st of each year, beginning on July 1, 2016 ; Annual increase shall be limited by Consumer Price Index (CPI).

(2) An amount corresponding to 4.5% will be added to the billing rates for miscelleneous expenses.

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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 TO ACCEPT A DONATION OF IN-KIND SERVICES FROM TERRA GROUP, LLC, WITH AN ESTIMATED VALUE OF APPROXIMATELY $20,000.00, FOR INTERIM IMPROVEMENTS TO NORTH SHORE OPEN SPACE PARK.

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:

Terra Group, LLC has approached the City to provide the following in-kind services to North Shore Open Space Park valued at approximately $20,000.00 for interim improvements prior to the finalization of the North Shore Open Space Park Master Plan:

- North Fence Line – Remove damaged fence and install new black vinyl coated chain link fencing.
- Prune, clean and mulch around a portion of the North section of the park in order to open up the canopy
- Painting of the North Restroom Building

Terra Group, LLC will be directly paying for any cost related to their donation of in-kind services.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1		
OBPI	Total		

Financial Impact Summary:
Terra Group, LLC will be providing in-kind services of approximately $20,000.00 to the City.

City Clerk's Office Legislative Tracking:

Parks and Recreation

Sign-Offs:

Department Director	Assistant City Manager	City Manager
JR	EC	JLM

MIAMIBEACH

AGENDA ITEM R7S
DATE 12-9-15

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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: December 9, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY TO ACCEPT A DONATION OF IN-KIND SERVICES FROM TERRA GROUP, LLC, WITH AN ESTIMATED VALUE OF $20,000.00, FOR INTERIM IMPROVEMENTS TO NORTH SHORE OPEN SPACE PARK.**

ADMINISTRATION RECOMMENDATION

Adopt the resolution.

FUNDING

Terra Group, LLC will be directly paying for any costs related to their donation of in-kind services and materials with an estimated value of $20,000.00 for improvements made to North Shore Open Space Park.

ANALYSIS

Terra Group, LLC has approached the City to provide the following in-kind services to North Shore Open Space Park for interim improvements prior to the finalization of the North Shore Open Space Park Master Plan:

- North Fence Line – Remove damaged fence and install new black vinyl coated chain link fencing.
- Prune, clean and mulch around a portion of the North section of the park in order to open up the canopy
- Painting of the North Restroom Building

CONCLUSION

The Administration recommends the adoption of the attached resolution authorizing the acceptance of the donated in-kind services with an estimated value of $20,000.00 for interim improvements to North Shore Open Space Park before the finalization of the North Shore Open Space Park Master Plan.

JLM/EC/JR

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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 TO ACCEPT A DONATION OF IN-KIND SERVICES FROM TERRA GROUP, LLC, WITH AN ESTIMATED VALUE OF APPROXIMATELY $20,000.00, FOR INTERIM IMPROVEMENTS TO NORTH SHORE OPEN SPACE PARK.

WHEREAS, Terra Group, LLC approached the City to provide in-kind services and materials to North Shore Open Space Park (Terra In-kind Services), valued at approximately $20,000.00, for interim improvements prior to the finalization of the North Shore Open Space Park Master Plan; and

WHEREAS, the Terra In-kind Services will include removal of the damaged fencing; installation of a new fence on the north fence line; pruning, cleaning and mulching around an identified north section of the park; and painitng of the north restroom building; and

WHEREAS, Terra Group, LLC shall be responsible for performing and directly paying for any cost related to the Terra In-kind Services; and

WHEREAS, the Administration recommends accepting the Terra In-kind Services.

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 and authorize the City to accept the donated in-kind services with an estimated value of $20,000.00 from Terra Group, LLC for interim improvements to North Shore Open Space Park.

PASSED and **ADOPTED** this 9th day of December, 2015.

ATTEST:

_____
PHILIP LEVINE, MAYOR

_____
RAFAEL E. GRANADO, CITY CLERK

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney ASTT — Date 10/29/15

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Condensed Title:

A Resolution Of The Mayor And City Commission, Authorizing The City Manager To Decline, The Owner's Reciprocal Right Of First Refusal, Pursuant To The Agreement Of Lease ("Ground Lease") Between The City ("Owner") And 1691 Michigan Ave Investments Lp ("Tenant"), Dated September 1, 1999, Involving The Property ("Project") Located At 1691 Michigan Avenue; And Further Approving Tenant's Sale Of The Project To CLPF – Lincoln, LLC Gp, A Subsidiary Of Clarion Partners ("Proposed Purchaser"), Subject To The Administration's Successful Completion Of Its Evaluation Of The Proposed Purchaser In Accordance With Article 10 Of The Lease ("City's Due Diligence"), And Payment To The City Of Its Reasonable Costs Incurred In Connection With The Proposed Sale; And Further Authorizing The City Manager And City Clerk To Execute Closing Documents On Behalf Of The City.

Key Intended Outcome Supported:

N/A

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

2014 Statement of Operating Revenues and Expenses
The Notice of Sale, including the Section 10.5 disclosures

Item Summary/Recommendation:

A proposed transfer and/or sale of the Project requires written notice to the Owner, with nature of the transaction and other information requested by Owner ("Notice of Sale"). On November 10, 2015, Tenant provided Owner with a Notice of Sale that Tenant intended to sell 100% of its leasehold interest in the Project ("Sale") as follows: Owner City of Miami Beach; Seller: 1691 Michigan Ave Investment LP; Proposed Purchaser: CLPF – Lincoln, LLC; Purchase Price: $109,250,000 cash transaction. Clarion Lion Properties Fund Holdings, LP ("Clarion"), parent company to CLPF – Lincoln, LLC, was started November 17th, 1999. Clarion with $7.8 billion in assets engages in the business of acquiring, owning, holding for investment and investing in real estate assets.

The City must approve or disapprove the proposed Sale by January 9, 2016. The Administration is in the process of finalizing its Due Diligence in connection with the proposed Sale. Additionally, the City has the right to elect, within 45 days after Owner's receipt of the Offer Notice (i.e. December 25, 2015), whether or not to consummate the Right of First Refusal Transaction, at the same price and other material terms set in the Offer Notice.

The Project consists of a 6 story parking garage, having 729 parking spaces, approximately 120,000 square feet of Class A office space, and approximately 40,000 square feet of ground floor retail space, currently leased at near 90% occupancy. The Project collects net operating rents for parking spaces and leases, in the total sum of $313,138/month and $3,757,658/ year. The Garage Facility's net operating revenues is $1,143,280 for calendar year 2014 and the Retail and Office Space's net operating revenues is $2,599,352 for calendar year, as contained in the 2014 Statement of Operating Revenues and Expenses

The City, via applicable City ordinances, has had a longstanding position of keeping the parking rates below market for the benefit of its residents and visitors and therefore cannot compete with the income stream of a privately operated garage. Assuming a debt service of $4,370,000 (estimated bond rate at 4% of the full purchase price), estimated revenues of $6,739,062, and estimated expenses of $3,294,105; the Project would run a deficit per year of $925,043; this does not take into consideration payment of principal, capital improvements, and other additional costs the Project will incur.

The City receives Base Rent of $336,000 per year/$25,846.15 per month and is scheduled to increase on January 1, 2018 by the lesser of the 5 year cumulative CPI or twelve percent (12%). Additionally, the City receives 2.5% of annual gross revenue. The City received $185,094.85 for Percentage Rent for the 2014 calendar year, for a total rental income of $521,094.85. The Project will revert back to the City at the end of the ninety (90) year Term, the Administration is recommending that the City reject the Right of First Refusal and approve the Sale of the Project to the Proposed Purchaser. The Administration recommends that the Mayor and City Commission approve the Resolution authorizing the City Manager to decline the Owner's Reciprocal Right of First Refusal,; and further approving tenant's sale of the Project to the Proposed Purchaser, CLPF – Lincoln, LLC, subject to and conditioned upon the Administration's successful completion of its evaluation of the proposed purchaser (the "City's Due Diligence"), and payment to the City of its reasonable costs incurred in connection with the proposed sale including reimbursement of the City's Due Diligence costs; and further authorizing the City Manager and City Clerk to execute closing documents on behalf of the City.

Advisory Board Recommendation:

N/A

Financial Information:

		Amount	Account
Source of Funds:	1	N/A	

Financial Impact Summary: The proposed will have does change the revenue schedule to the City.

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 R7T
DATE 12-9-15

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: December 9, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING THE CITY MANAGER TO DECLINE, IN WRITING, THE OWNER'S RECIPROCAL RIGHT OF FIRST REFUSAL, AS REQUIRED PURSUANT TO THE TERMS OF SECTION 36.2 OF THE AGREEMENT OF LEASE ("GROUND LEASE") BETWEEN THE CITY ("OWNER") AND 1691 MICHIGAN AVE INVESTMENTS LP ("TENANT"), DATED AS OF SEPTEMBER 1, 1999, INVOLVING THE IMPROVEMENTS TO THE PROPERTY ("PROJECT") LOCATED AT 1691 MICHIGAN AVENUE, MIAMI BEACH, FLORIDA; AND FURTHER APPROVING TENANT'S SALE OF THE PROJECT TO CLPF – LINCOLN, LLC GP, A SUBSIDIARY OF CLARION LION PROPERTIES FUND HOLDINGS, LP ("PROPOSED PURCHASER"), SUBJECT TO THE ADMINISTRATION'S SUCCESSFUL COMPLETION OF ITS EVALUATION OF THE PROPOSED PURCHASER IN ACCORDANCE WITH ARTICLE 10 OF THE LEASE ("CITY'S DUE DILIGENCE"), AND PAYMENT TO THE CITY OF ITS REASONABLE COSTS INCURRED IN CONNECTION WITH THE PROPOSED SALE INCLUDING, WITHOUT LIMITATION, REIMBURSEMENT OF THE CITY'S DUE DILIGENCE COSTS; AND FURTHER AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE ANY AND ALL CLOSING DOCUMENTS ON BEHALF OF THE CITY.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

On January 5, 1998, the City issued RFP No. 20-97/98, seeking proposals for the development of Public-Private Parking facilities (the "RFP"). On April 6, 1998, proposals from five (5) different development teams were submitted and evaluated by an Evaluation Committee, and on July 15, 1998, the City Commission authorized negotiations with four (4) of the proposed development projects.

As a result of said negotiations, on July 7, 1999, the Mayor and City Commission adopted Resolution No. 99-23236 approving the Agreement of Lease and the Development Agreement between the City of Miami Beach and Lincoln Plaza Partners LLC, for Development of a mix-use project located at Michigan and Jefferson Avenues between Lincoln Lane and 17th Street ("Land").

On December 20, 2000, the Mayor and City commission adopted Resolution No. 2000-24220, modifying the terms of the Lease by waiving the provisions of Section 10.3(a) and amending Section 10.4, approving the sale and Assignment and Assumption of the Ground Lease from Lincoln Plaza Partners LLC to LNR Jefferson LLC before a certificate of occupancy had been obtained. On October 5, 2005, LNR Jefferson LLC changed its name to The Lincoln, LLC. On or about July 18, 2006, The Lincoln LLC sold its interest in the Project and assigned its leasehold interest in the Land to Lincoln Miami Beach Investment LLC, a Delaware limited liability company, pursuant to that certain Assignment and Assumption of Ground Lease recorded in O.R. Book, 24738, Page 4073, of the Public Records of Miami-Dade County, Florida. On November 17, 2006, Lincoln Miami Beach Investment LLC changed its name to OIK Lincoln Miami Beach Investment LLC, and thereafter, on June 17, 2009, merged with 1691 Michigan Ave Investment LP, a Delaware limited liability partnership ("Tenant").

On December 13, 2013, the Mayor and City Commission approved Resolution No. 2014-28486 authorizing the Mayor and City Clerk to execute Amendment No. 1 to Agreement of Lease ("Ground Lease") by and between the City of Miami Beach and 1691 Michigan Ave Investment LP ("Tenant"), dated as of September 1, l999, involving the improvements to property located at 1663 Michigan Avenue, Miami Beach, Florida ("Garage Facility") and 1691 Michigan Avenue, Miami Beach, Florida ("Office Space") (collectively, the "Project"), modifying the Scope of Use under the Ground Lease by reducing the minimum number of parking spaces required for the Garage Facility, from 700 to 635 spaces, in order to accommodate the development of a Miniature Golf Project, at the sixth floor of the Garage Facility. City Middle, LLC has experienced delays in completing the project and on December 30, 2014, pursuant to House Bill 7207, requested an extension of DRB 22941 which was due to expire on September 5, 2014. The City of Miami Beach Planning Department granted the extension of DRB 22941 which now expires September 5, 2016.

ANALYSIS

Pursuant to Section 10.5 of the Ground Lease ("Required Notices"), a proposed transfer and/or sale of the Project requires written notice to the Owner, with the identity of the transferor, transferee, nature of the transaction, percentage of interest conveyed and such other information requested by Owner ("Notice of Sale"). On November 10, 2015, Tenant provided Owner with a Notice of Sale that Tenant intended to sell 100% of its leasehold interest in the Project ("Sale") as follows:

Owner of Ground Lease:	City of Miami Beach
Seller:	1691 Michigan Ave Investment LP
Proposed Purchaser:	CLPF – Lincoln, LLC
Purchase Price:	$109,250,000 cash transaction

Clarion Lion Properties Fund. LP ("Clarion"), a Delaware limited partnership, parent company to CLPF – Lincoln, LLC, was started November 17th, 1999. Clarion with $7.8 billion in assets engages in the business of acquiring, owning, holding for investment and investing in or engaging in activities related to investments in real estate assets.

The Notice of Sale, including the Section 10.5 disclosures, and the Proposed Purchaser's financials, are attached hereto as Composite Exhibit "1".

The Lease further provides that the City, as part of its approval of the proposed Sale, may request additional information in connection therewith, and to evaluate the Proposed Purchaser of the Project (the "City's Due Diligence"). The City must approve or disapprove the proposed Sale by January 9, 2016. The Administration is in the process of finalizing its Due Diligence in connection with the proposed Sale.

Additionally, in accordance with Section 36.2 of the Lease ("Owner's Reciprocal Right of First Refusal"), the City has the right to elect, in writing, within 45 days after Owner's receipt of the Refusal Notice (i.e. December 25, 2015), whether or not to consummate the Right of First Offer Transaction, at the same price and upon such other material terms set forth in the Offer Notice.

The Project consists of a 6 story parking garage, having 729 parking spaces, approximately 120,000 square feet of Class A office space, and approximately 40,000 square feet of ground floor retail space, currently leased at near 90% occupancy. The Project collects net operating rents for parking spaces, leases, in the total sum of $313,138/month and $3,757,658/ year. The Garage Facility net operating revenues of $1,143,280 for calendar year 2014 and the Retail and Office Space net operating revenues of $2,599,352 for calendar year, as contained in the 2014 Statement of Operating Revenues and Expenses, attached hereto and made a part hereof as Exhibit "2".

In determining whether or not to recommend exercising the Owner's Reciprocal Right of First Refusal, the Administration requested revenue and expense figures from City-owned and managed parking garages and prepared the following comparison:

Property	# of Parking Sp.	Revenue	Expenses	Net Operating Income	NOI per space
17th Garage	1,460	$ 4,282,321	$ 1,536,045	$ 2,746,275	$ 1,881
Sunset Harbour Gar.	435	$ 734,547	$ 390,591	$ 343,956	$ 791
Penn Garage	535	$ 840,586	$ 408,232	$ 432,354	$ 808
Avg per space		$ 2,064	$ 904		$ 1,160 (See Note*)
Projected		**$ 2,014**	**$ 2,014**		
The Lincoln Garage	729	$ 1,504,875	$ 659,270	$ 845,605	
The Lincoln Off. and Retail	160,000 sqft	$ 5,234,187	$ 2,634,835	$ 2,599,352	
Total		$ 6,739,062	$ 3,294,105	$ 3,444,957	
KPMG Audited Financial Statemets					
The Lincoln Garage	729	$ 2,203,615	$ 1,060,334	$ 1,143,281	$ 1,568
The Lincoln Off. and Retail	160,000 sqft	$ 5,234,187	$ 2,634,835	$ 2,599,352	
Total		$ 7,437,802	$ 3,695,169	$ 3,742,633	

*Note: The City Garages (17th Garage, Sunset Harbour Garage, and Penn Garage are paid in full). If the City acquired the Lincoln Garage the average NOI per parking space of $1,160 would be reduced by debt service.

The City, via applicable City ordinances, has had a longstanding position of keeping the parking rates below market for the benefit of its residents and visitors and therefore cannot compete with the income stream of a privately operated garage. Assuming a debt service of $4,370,000 (estimated bond rate at 4% of the full purchase price), estimated Revenues of $6,739,062, and estimated Expenses of $3,294,105; the Project would run a deficit per year of $925,043; this does not take into consideration payment of principal, capital improvements, and other additional costs the Project will incur.

Pursuant to the Lease, the City currently receives Base Rent, in the total sum of $336,000 per year/$25,846.15 per month. The Base Rent is scheduled to increase on January 1, 2018 by the lesser of the cumulative CPI over the previous five year term or twelve percent (12%). Additionally, the City receives Percentage Rent, which is due within sixty (60) days from the end of each year, in the amount of 2.5% of the Project's annual gross revenue. The City received a total sum of

$185,094.85 for Percentage Rent for the 2014 calendar year, for a total rental income of $521,094.85.

CONCLUSION

Based upon the foregoing, and the fact that the Project will revert back to the City at the end of the ninety (90) year Term, The Administration therefore recommends that the Mayor and City Commission approve the Resolution authorizing the City Manager to decline, in writing, Owner's Reciprocal Right of First Refusal, as required pursuant to the terms of section 36.2 of the Ground Lease; and further approving tenant's sale of the Project to the Proposed Purchaser, CLPF – Lincoln, LLC, a subsidiary of Clarion, subject to and conditioned upon the Administration's successful completion of its evaluation of the proposed purchaser in accordance with article 10 of the Ground Lease (the "City's Due Diligence"), and payment to the City of its reasonable costs incurred in connection with the proposed sale including, without limitation, reimbursement of the City's Due Diligence costs; and further authorizing the City Manager and City Clerk to execute any and all closing documents on behalf of the City.

JLM\KGB\MAS\MMM\RJG

Attachments:
"1" - Proposed Purchaser's financials
"2" - Statement of Operating Revenues and Expenses for Tenant

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EXHIBIT 1

FAILURE TO RESPOND TO THIS REQUEST WITHIN THE TIME PERIOD PROVIDED IN THE LEASE AGREEMENT BETWEEN CITY OF MIAMI BEACH, FLORIDA AND 1691 MICHIGAN AVE INVESTMENT LP SHALL CONSTITUTE AUTOMATIC APPROVAL OF THE MATTERS DESCRIBED HEREIN WITH RESPECT TO SECTION 36.2 OF SUCH LEASE AGREEMENT.

November 9, 2015

Sent Via UPS and Hand Delivery

City of Miami Beach
City Attorney
1700 Convention Center Drive
Miami Beach, Florida 33139

City of Miami Beach
City Attorney
1700 Convention Center Drive
Miami Beach, Florida 33139

Bloom & Minsker
Suite 700
1401 Brickell Avenue
Miami, Florida 33131
Attention: Joel N. Minsker, P.A.

Re: Lease Agreement (as amended and assigned, the "Lease") between CITY OF MIAMI BEACH, FLORIDA, a municipal corporation duly organized and existing under the laws of the State of Florida ("Landlord"), and 1691 Michigan Ave Investment LP, a Delaware limited partnership (successor in interest to Lincoln Plaza Partners, LLC) ("Tenant"), dated September 1, 1999, with respect to the property located at 1691 Michigan Avenue, Miami Beach, Florida (the "Premises"); capitalized terms used but not otherwise defined herein have the meanings given such terms in the Lease.

Dear Sir or Madam:

Pursuant to Article 36.2(a) of the Lease, Tenant hereby notifies Landlord that Tenant desires to sell its leasehold interest in the Premises. This notice constitutes an Offer Notice described in Article 36.2(a) of the Lease. Pursuant to Article 36.2(b) of the Lease, Tenant will not consummate any offer from a third party to purchase the Premises until the earlier to occur of (i) the expiration of 45 days following Landlord's receipt of this Offer Notice, or (ii) receipt by Tenant of a notice by Owner declining to consummate the Right of First Offer Transaction. In the event that Landlord elects not to consummate the Right of First Offer Transaction, Tenant kindly requests that Landlord promptly provide a written statement to Tenant of such intention by countersigning in the applicable signature block below.

Pursuant to Section 36.2(a) and Exhibit 36.2(a) of the Lease, the terms of this Offer Notice are as follows:

1. Purchase Price - $109,250,000.00

2. Closing Date – The closing of the purchase shall take place on a date designated by Tenant, but in any event not less than sixty (60) days nor more than ninety (90) days following the date such Tenant executes a purchase agreement with the purchaser. If Landlord declines to be the purchaser of this Right of First Offer Transaction, Tenant will likely consummate the sale to a third party at an earlier date.

3. Deed; Title – At the closing, Tenant shall convey to the Purchaser (i) all of Tenant's right, title and interest in and to the Premises by a special warranty deed and (ii) all of Tenant's right, title and interest in an to this Lease by an assignment of lease. The form of such deed and assignment of lease shall be mutually acceptable to Tenant and Owner but shall not in any event provide for any representations by Tenant other than a representation that Tenant has not theretofore transferred or assigned the items being transferred or conveyed thereby and representations and warranties customarily contained in a special warranty deed. Tenant's Interest in the Premises and the Lease shall be conveyed to Owner subject to all liens encumbrances and other matters then affecting the title thereto and any state of facts a survey may reveal (but in all cases subject to Tenant's obligations under Section 2.2 of the Lease). Tenant shall also execute all other documents customarily used in real estate transactions in Miami-Dade County, Florida.

4. Rent; Prorations – At the closing of the purchase, all Rental and/or Impositions shall be prorated through the date of closing and paid by the party entitled thereto. If Landlord declines to be the purchaser of this Right of First Offer Transaction, the expenses will be customarily prorated as in other real estate transactions in Miami-Dade County, Florida, including buyer receiving a credit with respect to Landlord's post-closing obligations under existing space leases for tenant inducement costs.

5. Expenses – Each party shall pay its own attorneys' fees. All title charges, recording fees, survey charges and other expenses incurred in connection with the purchase shall be paid by purchaser. Tenant shall pay all documentary stamp taxes and surtax payable in connection with the purchase. If Landlord declines to be the purchaser of this Right of First Offer Transaction, then in a sale transaction to a third party purchaser, Tenant shall pay transfer tax, documentary stamp tax, Miami-Dade County surtax, fees and premium for title insurance, the recording fees relating to any title clearing documents necessary to consummate the sale, Tenant's attorneys' fees, any fees and expenses required to be paid to Landlord for its consent and any brokerage commission due to the broker used in the transaction.

If you have any questions or need additional information, feel free to contact us at HQ Capital Real Estate L.P.

[Signature Page Attached]

Sincerely,

1691 Michigan Ave Investment LP

By: 1691 Michigan Ave Investment GP

By: Andre R Kinney
Name: Andre R Kinney
Title: Authorized Signatory

cc: André Kinney
Spencer McCann
Dave Powell

WITH A COPIES TO:

City of Miami Beach
City Attorney
1700 Convention Center Drive
Miami Beach, Florida 33139

City of Miami Beach
City Attorney
1700 Convention Center Drive
Miami Beach, Florida 33139

Bloom & Minsker
Suite 700
1401 Brickell Avenue
Miami, Florida 33131
Attention: Joel N. Minsker, P.A.

The City of Miami Beach, Florida does hereby elect NOT to consummate the Right of First Offer Transaction set forth in this Offer Notice.

CITY OF MIAMI BEACH, FLORIDA,
a municipal corporation of the State of Florida

By:_____
Name:_____
Title:_____

EXHIBIT B

PERMITTED BUYER FINANCIAL STATEMENTS

FAILURE TO RESPOND TO THIS REQUEST WITHIN THE TIME PERIOD PROVIDED IN THE LEASE AGREEMENT BETWEEN CITY OF MIAMI BEACH, FLORIDA AND 1691 MICHIGAN AVE INVESTMENT LP SHALL CONSTITUTE AUTOMATIC APPROVAL OF THE MATTERS DESCRIBED HEREIN WITH RESPECT TO SECTION 10.3, 10.5 AND 10.6 OF SUCH LEASE AGREEMENT.

November 10, 2015

Sent Via UPS

City of Miami Beach
City Manager
1700 Convention Center Drive
Miami Beach, Florida 33139

City of Miami Beach
City Attorney
1700 Convention Center Drive
Miami Beach, Florida 33139

Bloom & Minsker
Suite 700
1401 Brickell Avenue
Miami, Florida 33131
Attention: Joel N. Minsker, P.A.

Re: Lease Agreement (as previously assigned, the "Lease") between CITY OF MIAMI BEACH, FLORIDA, a municipal corporation duly organized and existing under the laws of the State of Florida ("Landlord"), and 1691 Michigan Ave Investment LP, a Delaware limited partnership (successor in interest to Lincoln Plaza Partners, LLC) ("Tenant"), dated September 1, 1999, with respect to the property located at 1691 Michigan Avenue, Miami Beach, Florida (the "Premises"); capitalized terms used but not otherwise defined herein have the meanings given such terms in the Lease. For reference a copy of the Offer Notice is attached hereto as Exhibit A.

Dear Sir or Madam:

If Landlord declines to accept that certain Offer Notice sent by Tenant on November 9, 2015 pursuant to Section 36.2(a) of the Lease, then Tenant hereby requests Landlord's consent to a proposed Sale of Tenant's interest in the Lease pursuant to Sections 10.3(c) and 10.5(a) of the Lease. Please note the following information about the potential third party purchaser of Tenant's interest in the Lease: (i) the name of the proposed purchaser is CLPF – Lincoln, LLC, a Delaware limited liability company, and the proposed purchaser's address is c/o Clarion Partners, LLC, 1440 New York Avenue NW, Suite 200, Washington, D.C. 20005, (ii) the Tenant's name is 1691 Michigan Ave Investment, LP, a Delaware limited partnership, and Tenant's address is c/o American Fund US Investments LP, c/o HQ Capital Real Estate L.P., 114 West 47th Street, 23rd Floor, New York, New York 10036-1508, and (iii) the contemplated Sale is for one hundred percent (100%) of the leasehold interest under the Lease.

The proposed purchaser is a subsidiary of Clarion Partners, a real estate investment management company with approximately $36.8 billion in total assets under management (for more information, please see www.clarionpartners.com). The proposed purchaser hereby certifies that it is a Permitted Buyer pursuant to Section 10.3(c) of the Lease. Pursuant to Section 10.3(c)(A) of the Lease, attached please find the financial statements of the proposed purchaser attached as Exhibit B (the "Financial Confidential Information").

Please note, to facilitate Landlord's evaluation of the proposed purchaser, Clarion Partners is willing to disclose to Landlord the Financial Confidential Information; provided, however, by accepting such Financial Confidential Information, Landlord agrees: (i) except as required by applicable law, regulation or legal process, to maintain in confidence and not disclose the Financial Confidential Information, or any part thereof, to any third party other than to Landlord's representatives who have a need to know such information (including, without limitation, its directors, employees, financial advisors, attorneys and accountants) (collectively, "Representatives") it being understood such Representatives shall be informed by Landlord of the confidential nature of such information and shall be directed by Landlord to treat such information confidentially, (ii) to take the same measures to maintain the confidentiality of the Financial Confidential Information as Landlord does with respect to its own proprietary and confidential information; and (iii) not to use any Financial Confidential Information for any purpose other than to evaluate whether or not to consent to the proposed Sale of Tenant's interest in the Lease. If the proposed Sale is not consummated, or any time upon request of Clarion Partners for any reason, Landlord will return to Clarion Partners or destroy all written Financial Confidential Information (except as may be required for regulatory purposes).

Pursuant to Section 10.6(b) of the Lease, attached as Exhibit C hereto please find a proposed form of Assignment and Assumption of Ground Lease (the "Assumption of Lease"). Please confirm the Assumption of Lease is acceptable for the consummation of the Sale to the proposed purchaser.

In the event that Landlord consents to the proposed Sale of Tenant's interest in the Lease as described above and approves the Assumption of Lease attached hereto, Tenant kindly requests that Landlord promptly provide a written statement to Tenant of such consent and approval by countersigning in the applicable signature block below.

If you have any questions or need additional information, feel free to contact us at HQ Capital Real Estate L.P.

[Signature Page Attached]

Sincerely,

1691 Michigan Ave Investment LP

By: 1691 Michigan Ave Investment GP

By: Andre R Kinney
Name: Andre R Kinney
Title: Authorized Signatory

cc: André Kinney
Spencer McCann
Dave Powell

WITH A COPIES TO:

City of Miami Beach
City Manager
1700 Convention Center Drive
Miami Beach, Florida 33139

CLPF – Lincoln, LLC
c/o Clarion Partners, LLC
1440 New York Avenue NW
Suite 200
Washington, DC 20005
Attention: Barron Williams

City of Miami Beach
City Attorney
1700 Convention Center Drive
Miami Beach, Florida 33139

Mayer Brown LLP
214 North Tryon Street
Suite 3800
Charlotte, NC 28202
Attention: David B. H. Saye

Bloom & Minsker
Suite 700
1401 Brickell Avenue
Miami, Florida 33131
Attention: Joel N. Minsker, P.A.

The undersigned hereby certifies to Landlord that it is a Permitted Buyer pursuant to Section 10.3(c) of the Lease.

CLPF – LINCOLN, LLC,
a Delaware limited liability company

By: _____
Name: Barron Williams
Title: Director

The City of Miami Beach, Florida does hereby consent to the proposed Sale of Tenant's interest in the Lease as described above and approves the form of Assumption of Lease attached hereto.

CITY OF MIAMI BEACH, FLORIDA,
a municipal corporation of the State of Florida

By:_____
Name:_____
Title:_____

EXHIBIT A

OFFER NOTICE

CLARION PARTNERS

LION PROPERTIES FUND

ANNUAL REPORT 2014

SAND HILL COMMONS, MENLO PARK, CALIFORNIA

Table of Contents

Letter to Shareholders	3
Fund Overview	6
Fund Performance	7
Investment Activity	8
Property Type Diversification	10
Property Operations	13
Property Diversification	14
Value-Add Activities	15
Capitalization	16
National Market Update	20
Properties	26
Commitment to Sustainability	34
Notes	35
Report of Independent Auditors	37

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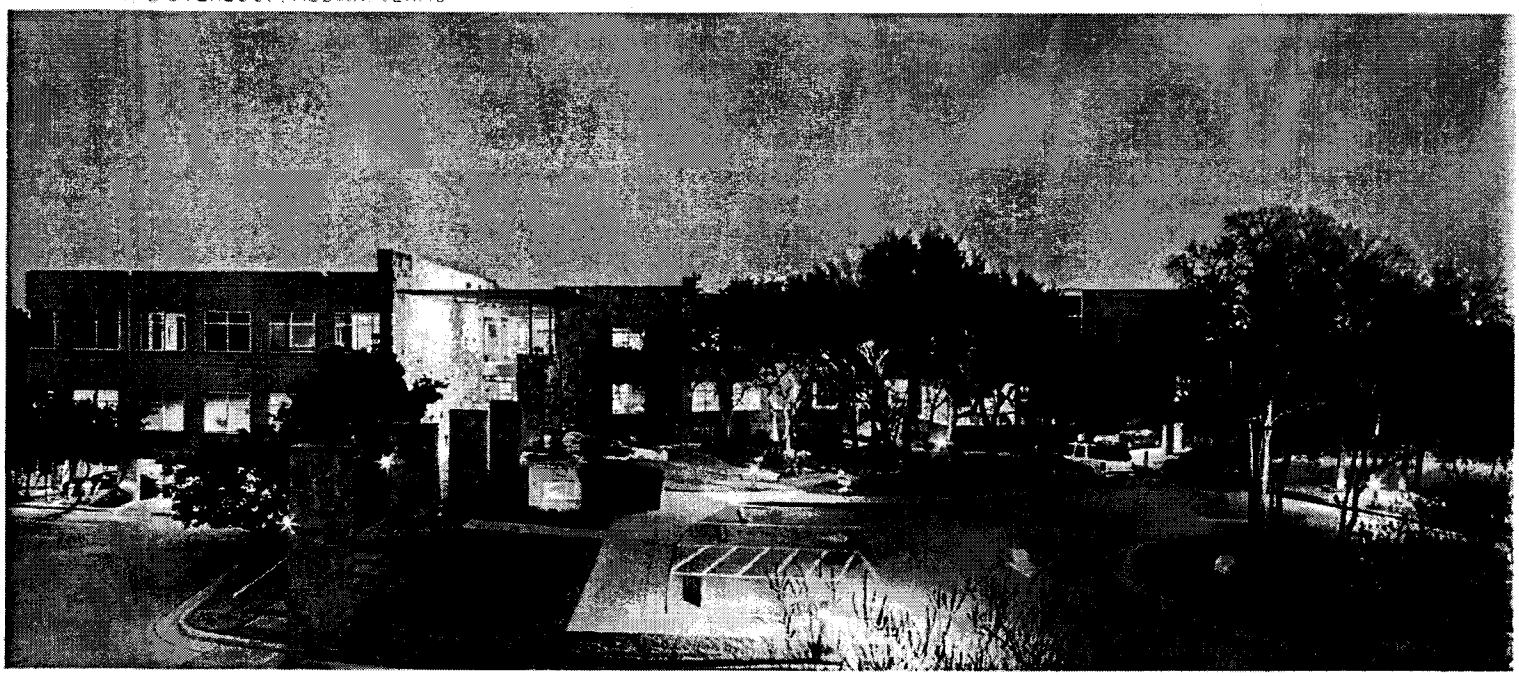
MARKETPLACE AT THE OUTLETS, WEST PALM BEACH, FLORIDA

FUND DESCRIPTION

The Clarion Lion Properties Fund is a core-style, open-end real estate fund that holds a strategically diversified portfolio of real estate assets across the four main property types in major markets located throughout the United States. The primary performance objective is to combine an attractive income yield with long-term capital growth.

THE OVERLOOK, AUSTIN, TEXAS



Letter to Shareholders

The Lion Properties Fund delivered strong performance in 2014 with a total return for the year of 13.16%. Accelerated leasing activity and value gains across most of the Fund's portfolio drove performance. The overall quality of the Fund's portfolio, focus on high-growth markets that are leading the improving U.S. economy, bias towards urban and transit-oriented investments, and maintained discipline in acquiring assets with accretive yields are key contributors to results.

Ralph J. Belford, III

The Fund's one-year total return exceeded our original expectations of 10%-11% for the year. Income for 2014 was 4.78% while appreciation was 8.09%, again broad-based across the Fund's portfolio. The Fund outperformed the ODCE benchmark over 2014 by 78 bps, largely driven by value increases from office, industrial and retail assets. Over a trailing three-year basis, the Fund's total annualized return has been 12.28%, slightly ahead of ODCE by 4 bps. The Fund's 5-year return is substantially ahead of the ODCE benchmark (+114 bps) due in large part to strong gains from West Coast and Houston office assets, and strong recent gains at industrial and retail assets.

Total assets increased from $7.2 billion to $7.9 billion during the year, and the portfolio remains broadly diversified over markets, property types and individual assets. The Fund accepted $412.0 million of new contributions during the year, based on the strength of the real estate market and Fund returns, and paid out redemptions totaling $382.3 million. The Fund declared cash distributions totaling $212.0 million resulting in a one-year dividend yield of 4.15%.

The Fund saw continued strong improvement in operating fundamentals. Leasing activity was very positive during 2014, with over 5 million square feet of leasing completed. Overall occupancy increased from 93.1% to 94.2%. This has been extremely helpful for the portfolio, but has created some volatility in net operating income (NOI) growth, as new leases at higher rents require associated downtime and free rent.

In general, we are seeing solid leasing demand, high occupancy levels and the ability to increase rents. We expect healthy income growth over the next few years from the commercial property sectors, and continued moderate growth from the apartment sector, which began to normalize in 2013. We continue to see rental rate increases across most markets and expect this to trend into 2015, driving operating income growth and value at our properties.

The Fund made thirteen new investments totaling $947.7 million in 2014, and sold eight investments totaling $495.8 million across all property types. The Fund adhered closely to its investment strategy, acquiring office properties in the San Francisco Bay Area and Austin; urban and transit-oriented apartment assets in the New York metro area and Denver; industrial buildings in strategic secondary markets (Raleigh and Indianapolis); and a new Whole Foods-anchored retail center in Austin, Texas. The Fund's most significant investments in 2014 were a new outlet center and a new Whole Foods-anchored power center, adjacent to each other in West Palm Beach, Florida. This allowed the Fund to significantly increase its retail exposure, with newly developed, high-quality assets having the potential for accretive yields.

Continued strong capital markets conditions in 2014 allowed the Fund to opportunistically prune the portfolio and continue re-balancing toward preferred markets and property types. The Fund sold the Lion ES hotel portfolio, significantly reducing its weighting to the hotel sector. The Fund also sold the Specialty Labs Office Building, a single-tenant office building north of Los Angeles, for asset/location considerations. All but one of the remaining sales served to reduce non-strategic properties or exit non-strategic markets.

Leverage began 2014 at 27.6%, within our target range of 20-30%, and stayed in tight range, ending the year at 27.9%. The Fund had $490.0 million of debt maturities over 2014 which were replaced with two new financings: $300.0 million of fund level notes with maturities ranging from 7-12 years; as well as a new $185.0 million mortgage loan secured by fifteen industrial assets, with a term of 7 years. At the end of the year, the Fund also drew on its line of credit (LOC) with the closing of the Palm Beach transactions. The new financings reduced the Fund's overall interest cost quite significantly in 2014, starting the year at 5.7% and ending the year at 4.7% (including the LOC). This represents an annual savings of approximately $10 million in interest cost.

As we look to 2015, improving economic data, evidenced in the second half of last year, continues to point to a broadening economic expansion and a strengthening labor market. In particular, consumer spending, business investment, the housing rebound, lower fuel costs and shrinking budget deficits are all expected to drive U.S. economic growth going forward. Coupled with continuing low levels of new supply, this leads us to expect further strengthening of commercial real estate fundamentals, with low vacancies and higher rent growth over the next twelve months. Capital flows to real estate and transaction volume are expected to remain strong. Risks to the near-term outlook exist in connection with a continued slowdown in global growth and transitioning global energy markets.

The Fund's strategic plan for 2015 includes increasing exposure to markets and sectors we believe will show superior growth or to have relative value, while continuing to prune assets that are in less desirable or strategic markets. New York, Seattle, San Francisco and Boston are top picks among major markets, while we view Dallas/Ft Worth, Austin, Denver, Southeast Florida, Phoenix, Salt Lake City, Portland and Raleigh/Durham as showing increasingly attractive growth among secondary markets. We will remain focused on assets located in urban, transit-oriented areas, and continue to be disciplined in regard to pricing.

On behalf of Clarion Partners and the Lion Properties Fund team, I would like to thank you for your continued support of the Fund.

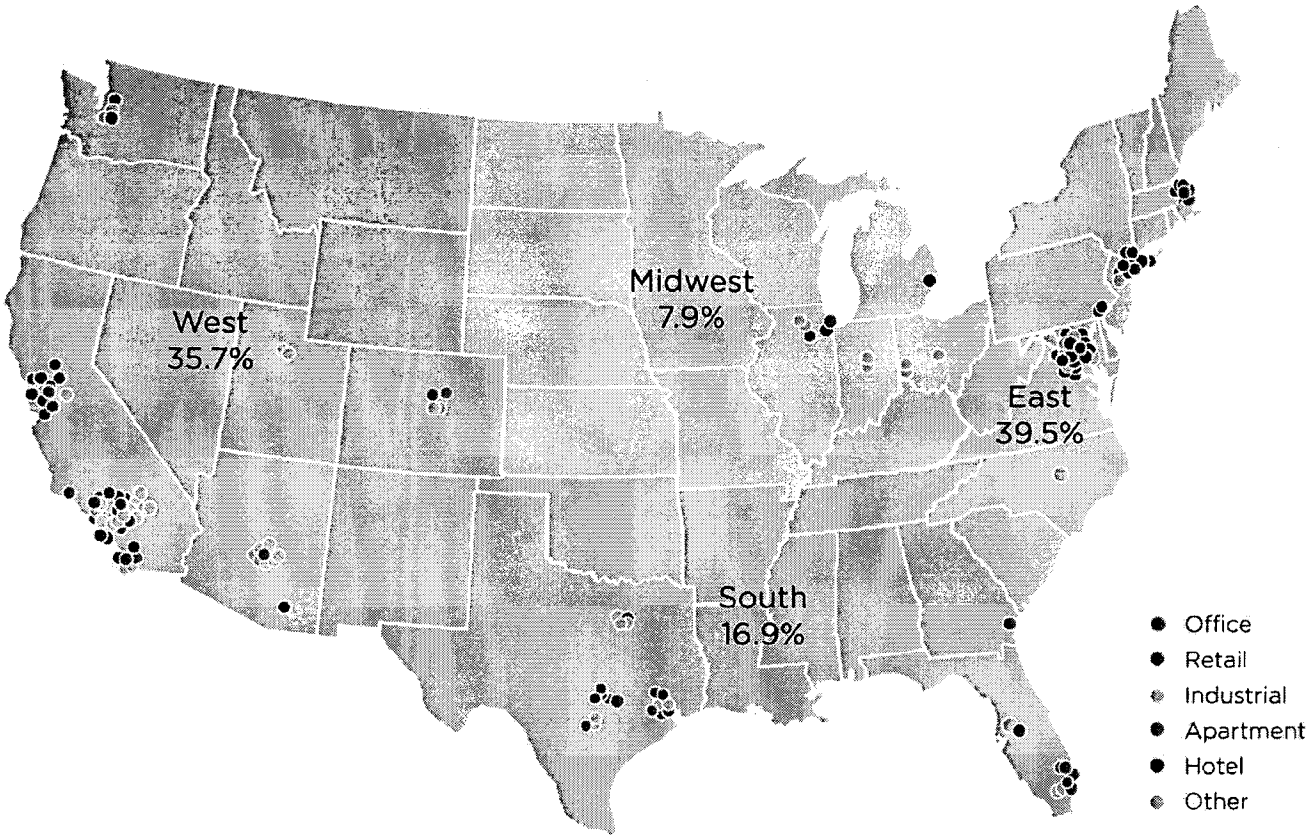
Ralph J. Belford, III

Portfolio Manager
(212) 883-2535
Jeb.Belford@clarionpartners.com

1000 JEFFERSON, HOBOKEN, NEW JERSEY

Fund Overview

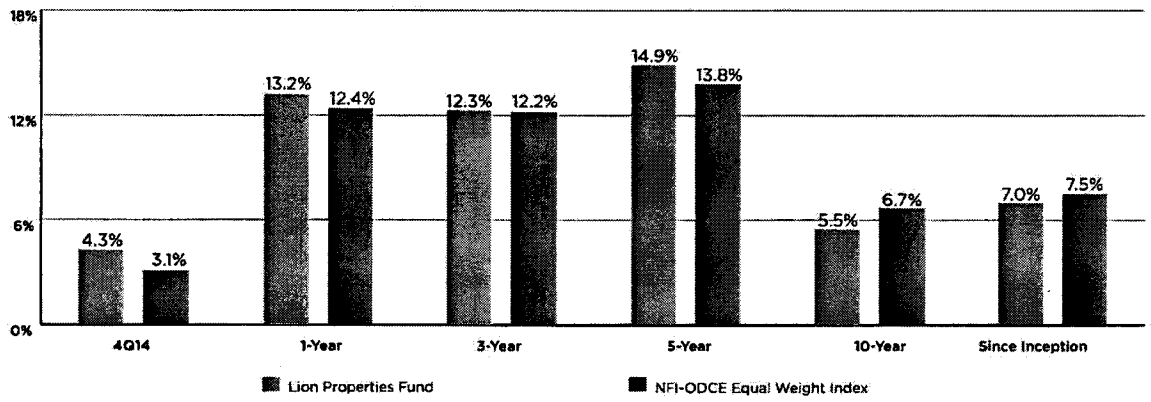
KEY STATISTICS (AS OF DECEMBER 31, 2014)			
Total Asset Value	$7,925 Million	Portfolio Occupancy	94.2%
Net Asset Value	$5,398 Million	Cash Ratio	1.1%
Per Share Value	$1,164.68	Leverage Ratio	27.9%
Number of Investments	137	Average Investment Size	$57 Million
Number of Markets	33	Number of Shareholders	221



Past performance is not indicative of future results. Please see Notes on page 35 for additional disclosure information.

Fund Performance

FUND PERFORMANCE VERSUS NFI-ODCE



LION PROPERTIES FUND	1-YEAR	3-YEAR	5-YEAR	10-YEAR	SINCE INCEPTION
Income Return	4.78%	5.03%	5.69%	5.52%	6.33%
Appreciation Return	8.09%	6.99%	8.83%	0.00%	0.63%
Total Return Before Fees	**13.16%**	**12.28%**	**14.89%**	**5.52%**	**6.99%**
Total Return After Fees	**12.18%**	**11.30%**	**13.88%**	**4.56%**	**6.11%**

2014 continued a trend of strong performance for the Lion Properties Fund, with its fifth consecutive calendar year of double digit returns. The Fund produced a 13.16% total return for the year, comprised of a 4.78% income return and 8.09% from appreciation. The appreciation return was composed of 7.59% in property-level gains, while debt mark-to-market contributed 48 basis points.

The Fund's 2014 income return was 4.78% vs. 5.07% for the ODCE. The Fund's income return was moderately impacted this year by capital programs taking place at a handful of its apartment and hotel properties (reducing NOI), rent concessions associated with several major leases that have boosted value (600 North Michigan Avenue and Arboretum Gateway for example), and interest cost on the Fund's debt. On the other hand, Fund appreciation was 8.09% vs. ODCE's 7.03%. The Fund had strong value gains across most of its portfolio, with office, industrial and retail assets leading the gains. Office properties increased by 11.1%, with growth led by properties located in top office markets such as the San Francisco Bay Area, Houston, Southern California, New York, and Boston. The Fund's industrial portfolio experienced broad based value growth of 8.4% with significant increases at properties where major new leases were signed. Retail value growth of 8.0% was primarily driven by 600 North Michigan Avenue in Chicago. Apartment values increased a moderate 3.8%, as the Fund's Washington DC apartments again tempered growth, decreasing in value by 1.3% during the year. Excluding Washington DC apartments, this sector would have been up 6.8%. Hotel values increased by 6.5%, predominately due to capital spent on renovation programs currently taking place at two of the Fund's four remaining hotel assets.

On a 3-year basis, the Fund's total return outperformed the ODCE benchmark by 4 bps. Superior property-level performance and significant value gains at major assets during the last couple years have countered the impact of the Fund's hotel and Washington DC weightings over the 3-year time frame.

The Fund's 5-year return is substantially ahead of the ODCE index (+114 bps) due in large part to strong gains in the office portfolio, particularly in the West Coast and Houston, strong recent gains at industrial assets (particularly Southern California) and at retail assets. Apartment performance was strong early in the 5-year period, but has lagged in the last 3 years (with Washington DC-area apartments the major factor). The single largest asset contributor to outperformance has been 600 North Michigan Avenue, a prime urban retail asset in Chicago.

Past performance is not indicative of future results. Please see Notes on page 35 for additional disclosure information.

Investment Activity

ACQUISITIONS

The Fund made thirteen new investments in 2014, totaling $947.7 million. The Fund adhered closely to its stated investment strategy throughout the year, increasing its retail weighting significantly while also adding to its industrial overweight. The Fund acquired urban and transit-oriented apartment assets in the New York metro area and Denver. The Fund added office properties in the San Francisco Bay Area and three smaller office assets within the high-growth Texas markets of Austin and San Antonio. Geographically, the Fund succeeded in increasing exposure to several of its target major markets (New York, San Francisco, Southeast Florida), and also to top secondary, high growth markets like Austin, Denver and Raleigh/Durham. The Fund remained disciplined on pricing, with average stabilized cap rates and unlevered IRRs at what we believe are the top end of the market for core transactions.

The largest new investments were Palm Beach Outlets and Marketplace at the Outlets which served to increase the Fund's overall retail weighting. The properties are adjacent to each other to form a critical mass of leading retail brands at a highly infill, former mall site on I-95 within Palm Beach County, one of the most affluent areas in the U.S. The properties were purchased in December for a total value of $371.4 million. The investments are currently structured and being held as mezzanine loans; however both will convert to equity during 2015. The Fund also purchased Whole Foods at the Domain, a newly-developed grocery center in Austin, Texas.

The Fund added five office properties during the year, most notably the $107.0 million acquisition of 60 Spear, a Class A creative office building in San Francisco's South Financial District. The Fund also increased its exposure in Silicon Valley with the purchase of 2901 Patrick Henry in Santa Clara, California. Additionally, Mira Vista and The Overlook were acquired in the high-growth, tech-focused market of Austin. University Park Tech III & IV were purchased in San Antonio at a high going-in yield, and complement the Fund's existing industrial assets in the submarket, University Park Tech I & II, which are located adjacent to the property.

During the year the Fund acquired three apartment assets, The Station at Riverfront Park in Denver, Colorado, and Parkway Lofts and Printhouse Lofts in the New York metro area. The Station at Riverfront Park is situated in LoDo, a short distance from Denver's Union Station, a high-profile urban redevelopment project and transportation hub. Parkway Lofts, located in Bloomfield, NJ, and Printhouse Lofts, located in Williamsburg, Brooklyn, are both brand new luxury apartment properties located within walking distance to mass transit offering short commutes to Manhattan. Lastly, the Fund acquired a $115.0 million industrial asset, Research Tri-Center, a ten-building industrial park located in the rapidly growing, supply constrained market of Raleigh/Durham; as well as Plainfield Park II, a development project in the Indianapolis market.

PROPERTY NAME	PROPERTY TYPE	METRO MARKET	CLOSE DATE	PURCHASE PRICE AT SHARE ($ MILLIONS)	CAP RATE	PROJECTED IRR[1]
Mira Vista	Office	Austin	05/01/14	$38.8	5.6%	7.3%
The Overlook	Office	Austin	05/01/14	$12.6	6.4%	8.1%
University Park Tech III & IV	Office	San Antonio	05/01/14	$26.8	8.9%	8.8%
Whole Foods at Domain	Retail	Austin	05/08/14	$34.1	4.9%	6.4%
Plainfield Park II	Industrial	Indianapolis	06/19/14	$14.9[2]	6.8%[3]	8.6%
2901 Patrick Henry Drive	Office	Santa Clara	06/24/14	$26.0	6.9%	7.9%
Research Tri-Center	Industrial	Raleigh	08/06/14	$115.0	6.5%	7.7%
The Station at Riverfront	Apartment	Denver	08/07/14	$66.6	5.6%[4]	7.0%
60 Spear	Office	San Francisco	08/19/14	$107.0	5.2%[4]	6.9%
Parkway Lofts	Apartment	New York	10/30/14	$104.0	6.3%[4]	8.0%
Printhouse Lofts	Apartment	New York	11/06/14	$30.5	4.5%	6.2%
Marketplace at The Outlets[5]	Retail	West Palm Beach	12/17/14	$116.7	5.5%	6.5%
Palm Beach Outlets[5]	Retail	West Palm Beach	12/17/14	$254.7	5.4%	8.4%
Total				**$947.7**	**5.8%**	**7.6%**

[1]Projected IRRs are derived from Clarion Partners' underwriting projections, and extend 10 to 13 years depending on each investment's forecasted stabilized reversion year.
[2]Purchase price represented by total committed development cost. Land cost at acquisition was $1,900,000.
[3]Stabilized cap rate (development property)
[4]Stabilized cap rate (strategic lease-up property)
[5]Palm Beach Outlets and Marketplace at the Outlets are loans carried at cost values of $112,054,250 and $99,175,875, respectively, as of December 31, 2014. The purchase price above is represented by total committed amount which will be paid when the loans convert to equity.

Past performance is not indicative of future results. Please see Notes on Page 35 for additional disclosure information.

DISPOSITIONS

The Fund had another active disposition year, taking the opportunity to execute strategic sales and prune the portfolio of weaker assets as demand in the market was strong. The Fund closed on sales totaling $495.8 million in eight transactions across all five property types.

The most significant disposition of the year was the sale of the Lion ES hotel portfolio. The portfolio was sold for a gross price of $800.0 million, resulting in total gross proceeds of to the Fund $300.0 million (LPF was a 37.5% owner). The sale significantly reduced the Fund's hotel exposure as of December 31, 2014.

The Fund sold Specialty Labs Office Building, a single-tenant office building north of Los Angeles, for asset/location considerations. The transaction closed in December for $96.0 million. The Fund also sold two small medical office buildings during the year for a total of $22.7 million: Gwinnett Medical located outside Atlanta for $11.1 million; and Vero Medical Suites, located in Vero Beach, Florida, for $11.6 million.

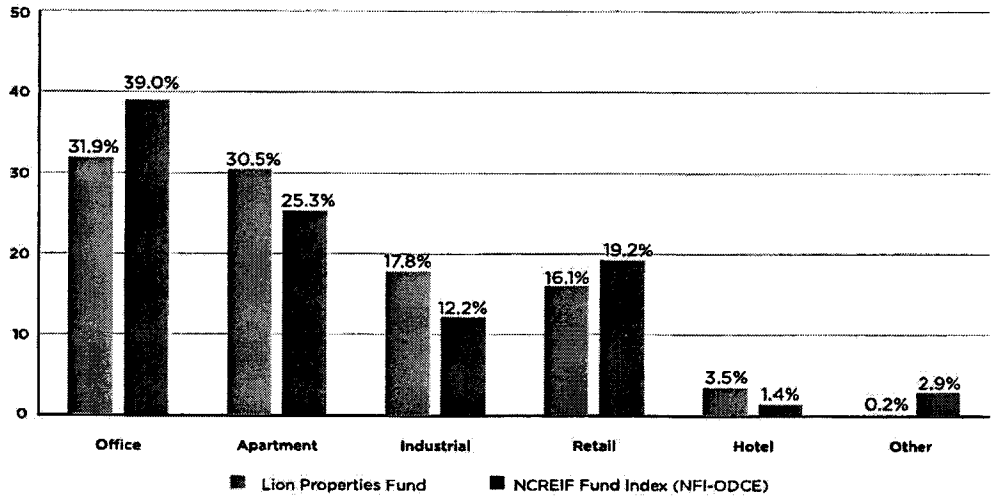
The Fund continues to prune smaller non-strategic assets across its retail, apartment and industrial portfolios: Pleasant Shops, a lackluster neighborhood retail center located outside Boston, for a total of $23.4 million; Banyan Grove at Towne Square, an older apartment community in Virginia Beach, which sold for $41.0 million; and two smaller Phoenix industrial buildings, Fifth Street Industrial and Geneva Industrial, sold for $9.0 million and $3.7 million, respectively.

PROPERTY NAME	PROPERTY TYPE	METRO MARKET	CLOSE DATE	LAST APPRAISAL AT SHARE ($ MILLIONS)	SALE PRICE AT SHARE ($ MILLIONS)	REALIZED IRR
Fifth Street Industrial	Industrial	Phoenix	04/14/14	$9.5	$9.0	8.7%
Pleasant Shops	Retail	Boston	07/24/14	$22.9	$23.4	11.6%
Lion ES Hotels	Hotel	Various	08/12/14	$298.3	$300.0	(0.5%)
Gwinnett Medical	Office	Atlanta	08/13/14	$10.6	$11.1	(13.4%)
Banyan Grove at Towne Square	Apartment	Virginia Beach	09/04/14	$44.0	$41.0	6.0%
Geneva Industrial	Industrial	Phoenix	10/03/14	$4.4	$3.7	6.2%
Specialty Labs Office Building	Office	Santa Clarita	12/12/14	$98.4	$96.0	15.5%
Vero Medical Suites	Office	Vero Beach	12/18/14	$11.1	$11.6	4.1%
Total				**$499.3**	**$495.8**	**3.7%**

Past performance is not indicative of future results. Please see Notes on page 35 for additional disclosure information.

Property Type Diversification

PROPERTY TYPE DIVERSIFICATION AS OF DECEMBER 31, 2014



Office – The Fund has a long-term underweight bias to the office sector, based in part on the sector's historical underperformance compared to the index, often with more volatility and greater capital requirements. We remain cautious on the appetite of tenants, especially in traditional sectors like law, banking and insurance, to add new space. However, office properties tend to outperform as recovery periods continue, generating significant rent growth. Office demand has been recovering nicely in major markets as companies grow and office fundamentals gained in strength over 2014. This is expected to continue over 2015-2016 with the market continuing to experience low new construction generally. The Fund's present strategy is to increase its near-term weighting to office but still maintain its overall long-term underweight bias to the sector.

Apartment – The Fund remains overweight the apartment sector, consistent with its long-term bias, as apartments are one of the two long-term best performing property sectors in the index. The Fund's present strategy is to modestly move exposure to an even-weight stance, based on a more mixed near-term picture for the sector. On the positive side, demographics, cautious demand for home purchases and tight credit standards continue to push people into the renter pool, especially towards urban and transit-oriented properties. On the negative side, new supply has returned to the long-term national average and is exceeding it in a handful of individual markets. Rent growth has moderated, and rent and value growth in the other major sectors are expected to exceed apartments in the near-term.

Industrial – On a longer-term basis, the Fund maintains an even-weight bias to the sector, given its lower weight in the index. In the near term, however, our view remains particularly bullish, and the Fund will continue its overweight to industrial real estate based on strong fundamentals. The sector was hit hard in the downturn and rents on average are still 6.4% below peak, indicating the recovery has still been relatively moderate to date. E-commerce has also been a major boon to the sector, driving new demand for big-box fulfillment and distribution centers. Leasing activity nationally is ramping, with occupancy levels reaching stabilized levels in many markets, increasingly giving landlords the upper hand in lease negotiations. We expect these factors will lead to strong rent growth in the coming years.

Retail – Retail properties have a track record of strong performance over the long-term compared to other property types and the sector warrants an overweight bias. The Fund succeeded in increasing its retail exposure in late 2014, but is still modestly underweight the sector. The Fund is focused on four specific format types. The first is "high-street" urban retail, which is destination affluent retail in major cities. Tenant demand for these areas is robust, for both sales and branding purposes. The second is grocery-anchored retail; necessity retail like grocery, remains a strong performing category, particularly with a top grocer brand in affluent neighborhoods. The third are outlet centers as this category has performed very well in recent years and represents a prime growth area for the retailers themselves. Last are Class A malls (although extremely challenging to acquire) given their historic track record of producing very strong returns.

Hotel – The Fund currently has a weighting of 3.5% to hotels and expects this will be reduced to 0-1% over the medium term. Hotels are capital intensive and are relatively volatile compared to other property sectors. The market also generally prices hotel assets for value-add to opportunistic returns, and generally with higher leverage levels. The Fund does not view hotels as a core component of its strategy going forward.

Past performance is not indicative of future results. Please see Notes on Page 35 for additional disclosure information.

MARKET ALLOCATION

MAJOR METRO MARKET	LPF WEIGHTING 12/31/14	NPI-ODCE 12/31/14	IPD 12/31/14
Boston	5.2%	6.8%	6.6%
New York Metro	13.3%	14.6%	14.2%
Washington DC	16.7%	8.4%	7.9%
South Florida	5.1%	4.5%	4.8%
Chicago	6.6%	7.3%	7.4%
Houston	6.4%	3.6%	4.4%
Seattle	2.8%	3.9%	4.0%
San Francisco Bay Area	10.5%	9.2%	9.4%
Southern California	15.4%	16.6%	14.6%
Rest of Country	18.0%	25.1%	26.7%

Boston – The Fund continues to favor Boston, where it is slightly underweight, given it has a strong technology industry base, diverse economic drivers and a world class education system. Boston has also seen robust growth from healthcare and biotechnology.

New York – The Fund is just moderately underweight the New York metro area as investment activity during 2014 increased the Fund's allocation. Within New York, however, the Fund is underweight office and overweight apartments. We believe New York will be an outperforming market over the medium term, driven by its high per capita income and internal immigration, strong housing market, position as the financial capital of the world, and highly productive workforce and dynamic industry base. Office assets in Manhattan, industrial assets in northern New Jersey, and retail assets within the city and boroughs will be particular targets.

Washington DC – The Fund continues to have a significant overweight to the Washington DC metro area, although well down from its pre-2013 weight. While Washington DC has performed well over the longer-term, it has been a poor performer over the last 5 years. We believe that the metro will continue to underperform over the near-term given continued concerns over federal employment growth and potential apartment overbuilding. This continues to represent a significant risk factor for the Fund and we continue to seek to de-emphasize Washington DC exposure through near-term asset sales, particularly apartments.

South Florida – The Fund has recently increased its exposure to South Florida given its strong population and job growth prospects. Further, its ties to Latin America and international trade, and economic drivers such as healthcare and tourism make it an increasingly attractive area. The Fund will seek to moderately increase its overweight exposure to this market.

Chicago – The Fund has had a consistent underweight bias to Chicago and the Midwest in general. Its relatively even-weight stance to Chicago is only due to the large size of 600 North Michigan Avenue, which has been a top performer for the Fund. The Fund does not envision a modification to this stance.

Houston – The Fund is moderately overweight the market and still views Houston as one of the top U.S. markets despite recent declines in energy pricing. Houston has become far more economically diversified, and we believe that portions of the energy sector (and other sectors) may benefit from lower energy input costs and increased consumption. Nonetheless, the market will bear watching closely and will temporarily not be a top target for new investments. The Fund's primary holdings in Houston are in the office sector and the assets are well-positioned to withstand current volatility in the energy industry, with 90% of the Houston office portfolio on long-term leases to large, quality tenants with sizable balance sheets.

Seattle – Clarion continues to favor Seattle, which has a very strong technology industry base. Seattle draws jobs and population growth for its lifestyle. The Fund would like to add to all property sectors in the market.

Past performance is not indicative of future results. Please see Notes on Page 35 for additional disclosure information.

San Francisco Bay Area – The Fund is modestly overweight the San Francisco/Bay Area, where the technology sector continues to be a major driver, and the city (and South Financial District and South of Market in particular) continues to be at the hub of recent and expected future growth. The area also attracts a diverse economic base and draws affluent residents for its quality of lifestyle. LPF favors investments in the CBD (particularly South of Market), Silicon Valley and in strong suburban areas. The Fund will seek to maintain its modest overweight to the San Francisco area, but will seek to reduce its office overweight and increase other property sectors.

Southern California – The Fund's Southern California exposure is relatively even-weight to IPD and ODCE. LPF favors select strong submarkets in Southern California, while being more neutral on the overall region. Los Angeles and the Inland Empire continue to form one of the strongest industrial markets in the nation, while West LA, Santa Monica, Playa Vista, Pasadena and parts of San Diego are examples of areas favorable for office, retail and residential investment.

Top Secondary Markets - Aside from the major markets/areas described above, Clarion believes the following secondary metros have strong growth prospects over the next three or more years: Austin (tremendous job and population growth, thriving technology industry), Denver (energy, lifestyle), Phoenix/Scottsdale (population growth, attractive alternative to Southern California, major inland trade hub), Raleigh (technology/biotech), Salt Lake City (population growth, well educated workforce, low business costs, growing tech center), Dallas/Ft Worth (job growth, diverse economy, trade), and Portland (diverse economy, highly skilled workforce).

WEST HOLLYWOOD GATEWAY, LOS ANGELES, CALIFORNIA

Past performance is not indicative of future results. Please see Notes on Page 35 for additional disclosure information.

Property Operations

Overall portfolio occupancy (excluding hotels) increased from 93.1% to 94.2% during 2014. The largest gain was in the Industrial sector, which increased from 91.5% to 94.8% based on strong leasing throughout the year. Overall, 187 leases were executed at the Fund's commercial properties, representing approximately 5 million square feet of space. The Fund's hotel portfolio averaged occupancy of 76.6% on a trailing-twelve month basis.

Same-property NOI was up 1.9% in 2014, below prior years as well as below expectations for the year, although a small number of unusual factors account for much of the variance. The office portfolio led with a 4.9% same-property increase, based on rent gains associated with leases signed at various assets, including Chevy Chase Pavilion following its renovation in 2013. Apartment assets delivered NOI growth of 3.0%, reflecting overall more moderate rent growth in that sector compared to the years immediately after the economic downturn. Industrial NOI was up 2.7%, reflecting leasing activity in 2014 that will significantly boost same property NOI in 2015 and 2016, given overall strong fundamentals in that sector. Within the retail portfolio, NOI decreased 4.2% in 2014 due to the new Under Armour lease at 600 North Michigan Avenue, as this resulted in build-out time and free rent during the year. Retail NOI will have a very strong rebound in 2015 and 2016 as new lease revenue kicks in. Hotel net operating profit (NOP) was down 10.6%, largely as a result of renovations at several remaining hotel assets. Hotel sector results were also skewed by the sale of the Lion ES hotel portfolio in 2014, as the Lion ES hotel portfolio was on pace to deliver projected 12% year-over-year NOP growth. Due to its sale, however, it is no longer included in the same-property analysis. Adjusting for both the Lion ES sale and 600 North Michigan would have resulted in same-property NOI growth of 4.2% for 2014 across the portfolio. Partly as a result of strong 2014 leasing activity, our projections show same-property NOI growth of 6.4% in 2015 and 9.7% in 2016.

SAME-PROPERTY NOI GROWTH (2011-2016)[1]

PROPERTY TYPE	2012 v. 2011	2013 v. 2012	2014 v. 2013	2015P v. 2014	2016P v. 2015P	CURRENT OCCUPANCY
Industrial	1.1%	6.2%	2.7%	8.8%	10.7%	94.8%
Office	3.4%	6.0%	4.9%	0.6%	9.2%	94.2%
Apartment	5.6%	2.3%	3.0%	5.8%	4.3%	94.4%
Retail	3.6%	6.4%	(4.2%)	16.7%	7.8%	93.0%
Hotel	9.6%	7.6%	(10.6%)	12.2%	17.7%	76.6%
Weighted Average	**4.2%**	**5.3%**	**1.9%**	**6.4%**	**9.7%**	**94.2%**
Adjusted Weighted Average[2]			**4.2%**			

1 Analysis set includes properties held in a year-to-year analysis and may vary over periods as properties are acquired and sold.
2 Excludes 600 North Michigan Avenue and adjusts for the sale of Lion ES Hotels.

Tenant Exposure – The Fund has favorable tenant diversity, with over 918 commercial tenants, none of which represent greater than 1.5% of Fund revenue. The portfolio consists of predominantly stabilized assets with limited vacancy exposure, and a lease expiration profile spread relatively evenly over the next 10 years.

LEASE ROLLOVER SCHEDULE

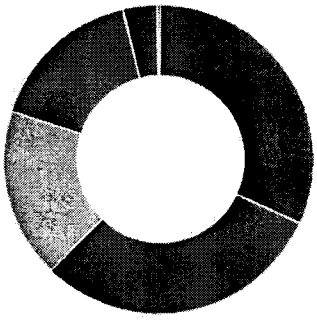
	DECEMBER 31, 2014 OCCUPANCY	LEASE ROLLOVER (% OF TOTAL RENTABLE SQUARE FEET					
		2015	2016	2017	2018	2019	2020+
Office	94.2%	7.1%	12.3%	14.0%	6.3%	12.6%	47.7%
Retail	93.0%	10.1%	10.7%	12.3%	4.6%	9.9%	52.4%
Industrial	94.8%	14.3%	6.8%	10.9%	16.9%	10.0%	41.1%
Apartment	94.4%	N/A	N/A	N/A	N/A	N/A	N/A
Hotel	76.6%	N/A	N/A	N/A	N/A	N/A	N/A
Total	**94.2%**	**12.2%**	**8.5%**	**11.7%**	**13.0%**	**10.5%**	**44.1%**

Past performance is not indicative of future results. Please see Notes on Page 35 for additional disclosure information.

Property Diversification

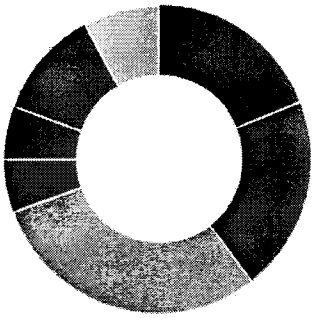
BY GROSS REAL ESTATE VALUE

PROPERTY TYPE (%)



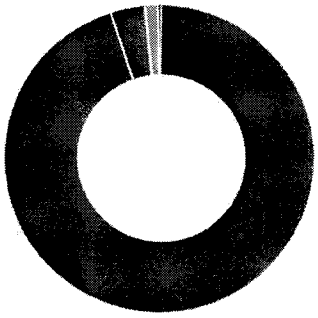
Office	31.9%
Apartment	30.5%
Industrial	17.8%
Retail	16.1%
Hotel	3.5%
Land	0.2%

REGIONAL DIVISION (%)



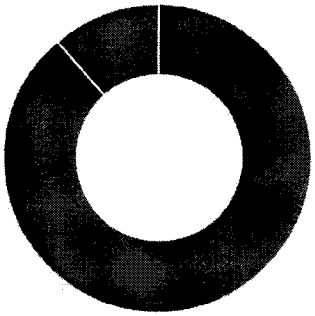
Northeast	19.1%
Mideast	20.4%
Pacific	30.0%
Mountain	5.7%
Southeast	5.6%
Southwest	11.3%
East No Central	7.9%
West No Central	0.0%

LIFECYCLE (%)



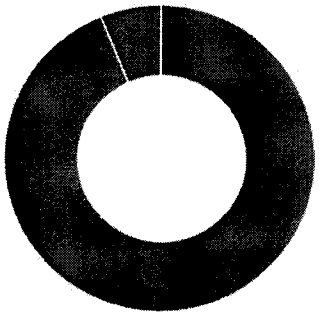
Operating	94.8%
Development	3.7%
Leasing	1.3%
Predevelopment	0.2%

STRUCTURE (%)



Wholly Owned	88.8%
Joint Venture	11.2%

CORE / VALUE-ADD (%)



Core	93.7%
Value-Add	6.3%

Value-Add Activities

Value-Add Activities – The Fund's value-add exposure is currently at 6.3% of its assets (inclusive of capital committed to the value-add programs), nearer the lower end of the Fund's 5%-15% target range. The Fund started 2014 with five development assets (adding one during the year), four lease-up assets (defined as a property that is less than 60% leased) and two land parcels. The three apartment developments are now nearing completion, with Balboa Park in San Diego and Moda at North Bay Village in Miami in the preleasing phase and set to commence operating in 1Q15. The Acadia at Metropolitan Park in Washington DC is on schedule to be completed in 3Q15. All are on budget and market conditions remain positive for each. The Fund's two industrial developments made substantial progress during the year. Mile High Building 3 in Denver was completed in 4Q14 and is currently 72% leased with two leases out for signature for the remainder of the space. Plainfield Park II in Indianapolis is 50% preleased and on pace for its scheduled completion in February 2015. The 108,000-square foot Veritas Office Building build-to-suit office expansion in Houston was also completed, with the tenant taking occupancy and rent commencing in the fourth quarter. With each of the Fund's development projects either delivering or stabilizing in over the next 18 months, the Fund is actively looking in 2015 for replacement value-add investments.

Most of the lease-up assets were leased during 2014, including Redlands Business Center (to Amazon), Turnbull Canyon Distribution Center, Patterson Pass Business Park and 50% of 3245 Meridian Parkway (all industrial). The Fund's current lease-up projects are: West 10 Business Center, a 146,623 square feet warehouse building in Phoenix, where the former single-tenant vacated in September 2014; the remaining 50% of 3245 Meridian Parkway; and the newly acquired Parkway Lofts, presently 54% leased. During 2015, the Fund plans to develop its remaining land parcel in the Mile High Distribution Center in Denver. The Fund will continue to market for sale its small land parcel in Tampa.

DEVELOPMENT PIPELINE

PROPERTY	PROPERTY TYPE	METRO MARKET	APPRAISED VALUE ($ MILLIONS)	REMAINING COST ($ MILLIONS)	ALL-IN BASIS ($ MILLIONS)	STABILIZED NOI ($ MILLIONS)*	DELIVERY DATE
Balboa Park	Apartment	San Diego	38.0	5.5	43.5	2.2	1Q15
Moda at North Bay Village	Apartment	Miami	76.8	11.5	88.3	5.7	2Q15
The Acadia	Apartment	Washington DC	140.0	39.0	179.0	9.9	3Q15
Plainfield Park II	Industrial	Indianapolis	12.6	3.8	16.4	1.1	1Q15
Total			**$267.4**	**$59.8**	**$327.2**	**$19.0**	

* At current market rents (un-trended from today)

LEASING ASSETS

PROPERTY	PROPERTY TYPE	METRO MARKET	APPRAISED VALUE ($ MILLIONS)	REMAINING COST ($ MILLIONS)	ALL-IN BASIS ($ MILLIONS)	STABILIZED NOI ($ MILLIONS)	12/31/14 OCCUPANCY
Parkway Lofts	Apartment	New York	104.6	0.8	105.4	5.9	54%
3245 Meridian Parkway	Industrial	SE Florida	21.1	0.7	21.8	1.4	50%
West 10 Business Center	Industrial	Phoenix	7.4	0.5	7.8	0.5	0%
Total			**$133.1**	**$2.0**	**$135.0**	**$7.8**	

The Fund has also undertaken renovation projects at several apartment properties to upgrade common areas and unit interior finishes. This activity is not included in the Fund's value-add bucket.

PROPERTIES IN RENOVATION

PROPERTY	PROPERTY TYPE	METRO MARKET	APPRAISED VALUE ($ MILLIONS)	REMAINING COST ($ MILLIONS)	ALL-IN BASIS ($ MILLIONS)	STABILIZED NOI ($ MILLIONS)
Katahdin Woods	Apartment	Boston	34.9	0.4	36.4	1.8
Westbrooke Place	Apartment	Washington DC	102.0	1.4	106.2	4.6
Broadway Knolls	Apartment	New York City	82.1	0.4	84.8	4.0
Lantana Ridge	Apartment	Austin	51.0	0.0	51.2	2.7
Columbia Town Center	Apartment	Baltimore	135.0	6.6	147.2	7.9
Grand on Memorial	Apartment	Houston	39.4	1.5	42.3	2.2
Total			**$444.4**	**$10.3**	**$468.2**	**$23.3**

Past performance is not indicative of future results. Please see Notes on Page 35 for additional disclosure information.

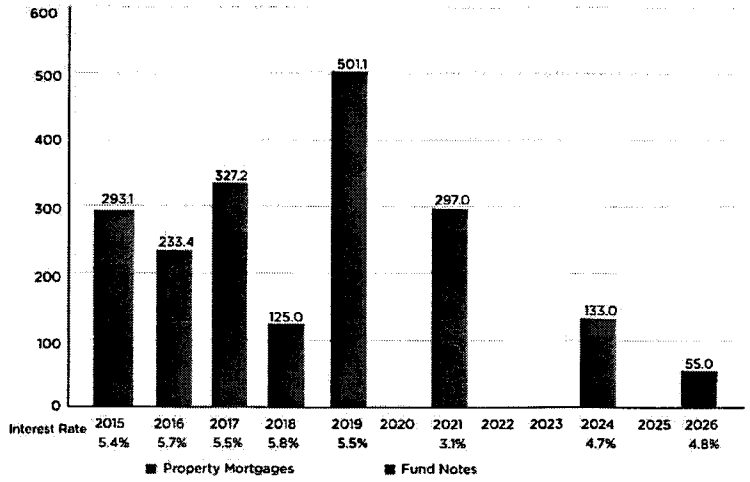
Capitalization

The Fund has an NAV of $5.4 billion at 12/31/14. The current Fund leverage ratio of 27.9% is slightly up from 27.6% at year-end 2013. The Fund's balance sheet currently includes approximately $2.2 billion of financing at par value, split between property-level mortgages ($715 million), fund level notes ($1,250 million), and a line of credit balance ($205 million). The overall weighted average interest rate for the Fund is currently approximately 4.7%, with a 4-year weighted average maturity.

LOAN PROFILE

	AMOUNT AT SHARE ($ MILLIONS)	AVERAGE INTEREST RATE	AVERAGE REMAINING TERM (YEARS)
Secured Property Mortgages	715	4.8%	4.3
Unsecured Fund Notes	1,250	5.3%	3.9
Fixed	1,841	5.3%	3.9
Floating	124	1.8%	6.1
Total excluding Line of Credit	**1,965**	**5.1%**	**4.1**
Line of Credit	205	1.2%	
Total Debt (Par Value)	**2,170**	**4.7%**	**4.1**
Total Debt (FMV)	**2,215**	**4.7%**	**4.1**

ANNUAL DEBT MATURITIES ($ MILLIONS)[1]



The Fund completed its repayment of 2014 maturities totaling approximately $490 million, and replaced the financing with $300 million of new unsecured notes and a $185 million mortgage loan secured by a pool of fifteen industrial assets. The blended rate for all of the new financing is 3.7%. The Fund will continue to replace near-term maturities and take advantage of historically low interest rates to reduce debt costs and boost income returns with approximately $290 million of maturities set to expire in 2015.

Property-Level Mortgages - The Fund's property-level mortgages are predominantly associated with its apartment and industrial portfolios and certain JV investments. Maturities for property-level debt are concentrated in 2019 and 2021.

The $350 million in 2019 maturities consist of twelve loans, nine of which are apartment property loans originated in 2009, with a cumulative balance of $303 million. The average LTV is 36% with an average interest rate of 5.6%, well above current market rates. These loans carry very significant pre-payment penalties, generally prohibiting an earlier retirement or refinance. The aggregate negative debt mark-to-market associated with the apartment loans is $14 million.

[1] Amounts represent the principal balance at the Fund's ownership share and exclude the impact of debt mark to market. Amounts also exclude the Fund's line of credit. Information is as of December 31, 2014 and is subject to change at any time.

Past performance is not indicative of future results. Please see Notes on Page 35 for additional disclosure information.

In July 2014, the Fund closed on a $185 million mortgage loan secured by a pool of fifteen industrial assets. This loan is comprised of a $135 million fixed mortgage with an interest rate of 3.59% and a maturity date of 7/1/21 and a $50 million floating mortgage with an interest rate of one-month LIBOR plus a spread of 1.7% and a maturity date of 7/1/21. At 12/31/14 the floating rate mortgage interest was 1.9%. 25% of the fixed rate mortgage can be prepaid at par after 7/1/15 (after one year) and the entire fixed rate mortgage can be prepaid at par one year before maturity. The floating rate mortgage can be prepaid at par beginning on 7/1/15.

The Fund is expected to close on financing for the acquisition of the Palm Beach Outlets property in the first half of 2015. This mortgage is expected to be in the amount of $165 million, with the Fund's share being 90%, or $148.5 million.

Fund Level Notes - The Fund has $950 million in Fund level notes maturing between 2015 and 2019. These notes carry inflexible and expensive prepayment options, prohibitive of retiring the debt in favor of more attractive current financing. The average rate on these notes is 5.6%. In total, these notes result in an aggregate of $27 million in negative debt mark-to-market (MTM). In 2014, the Fund took out an additional $300 million in Fund level notes maturing between 2021 and 2026. The average rates on these new notes are 4.1%.

Debt Mark-to-Market - The interest rates associated with most of the Fund's debt are above current market cost resulting in a cumulative debt MTM of approximately $45 million (0.8% of Fund NAV). Debt MTM had a positive impact on returns in 2014 though historically it has been a significant drag on returns.

Starting in the fourth quarter of 2014, the Fund outsourced the valuation of its debt to Chatham Financial. The outsourcing will ensure transparency and independence in the Fund's debt valuation and financial reporting processes. The Fund also modified its methodology (after the Fund's Advisory Council approval) to be consistent with a methodology developed by Chatham Financial. The new methodology should result in less volatility in the Fund's debt MTM going forward. As more funds in general adopt this approach, we envision better consistency within the ODCE with regard to debt valuations.

Line of Credit - The Fund maintains a line of credit to facilitate uneven flows of capital resulting from investor contributions/redemptions, new acquisitions and dispositions. In the fourth quarter of 2014, the Fund exercised the accordion feature increasing the commitment by $100 million to a total of $350 million. As of December 31, 2014, the amount outstanding was $205 million. We are in the process of extending the line given the upcoming maturity in June 2016.

Derivatives - The Fund has no derivatives as of 12/31/14.

Forward Strategy - The Fund is focused on continuing to lower its cost of borrowing. The Fund is addressing the $293 million of financings that mature in the second half of 2015. The Fund will begin the marketing process for a $150 to 200 million loan secured by a pool of mixed property type collateral. Given the low interest rate environment, the Fund will look to lock the interest rate as soon as possible while drawing the debt in conjunction with the second half 2015 maturities. In addition, the Fund will look to issue approximately $200 million of unsecured notes during 2015, and, as noted previously, the Fund will be closing on $148.5 million mortgage debt associated with the acquisition of Palm Beach Outlets.

The Fund's target leverage ratio is to be between 20-30% LTV, and generally to be within 300 bps of the ODCE average, currently 22.6%. The Fund expects to remain in the 26-28% range for 2015 to address the 2015 maturities and take advantage of the low interest rate environment. Longer term, the Fund will seek to replace existing debt structures, which are generally inflexible and carry large prepayment penalties, with a mix of debt that lowers borrowing costs, extends the average maturity, provides asset sale flexibility, and attempts to diminish prepayment costs and MTM fluctuations.

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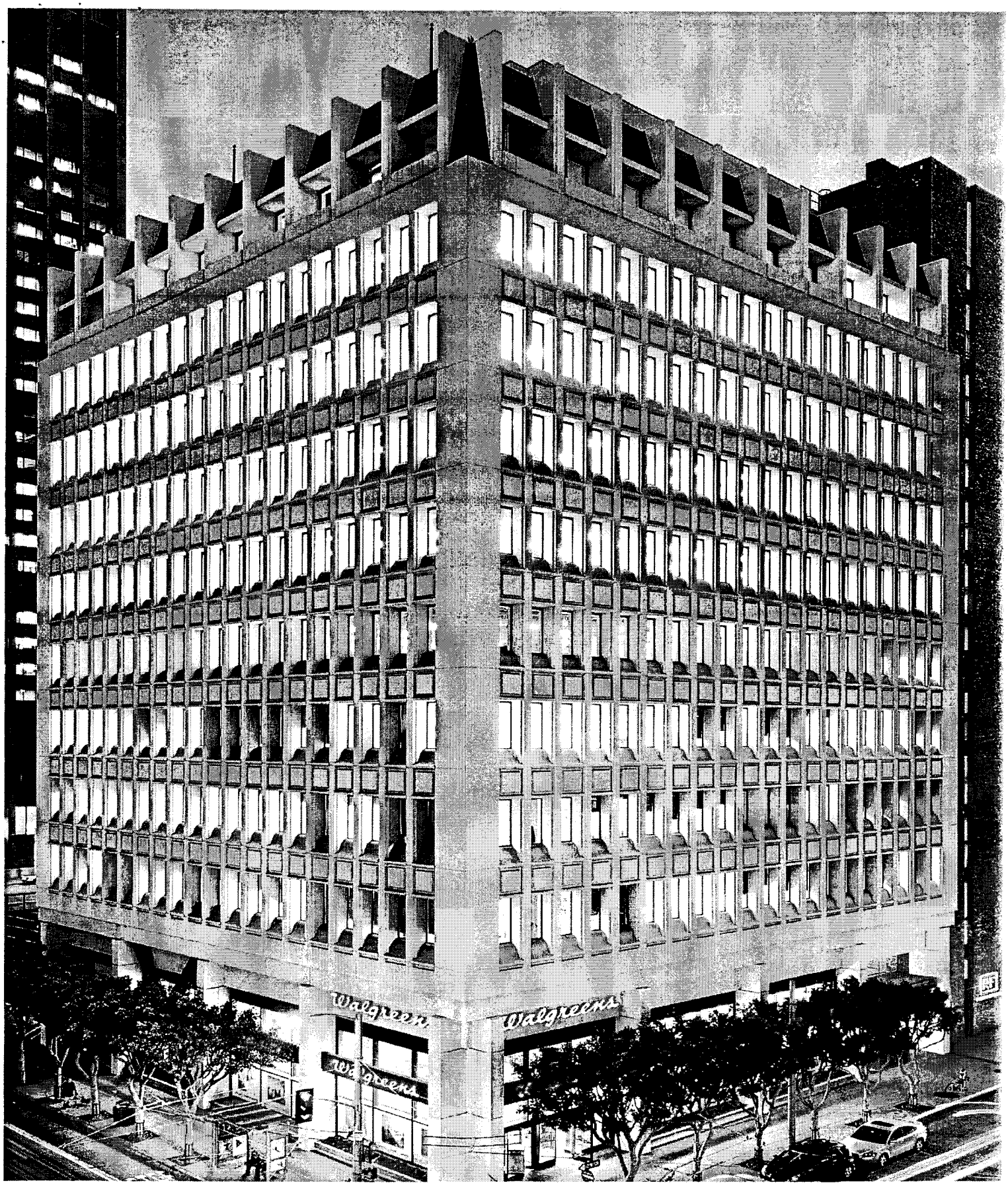
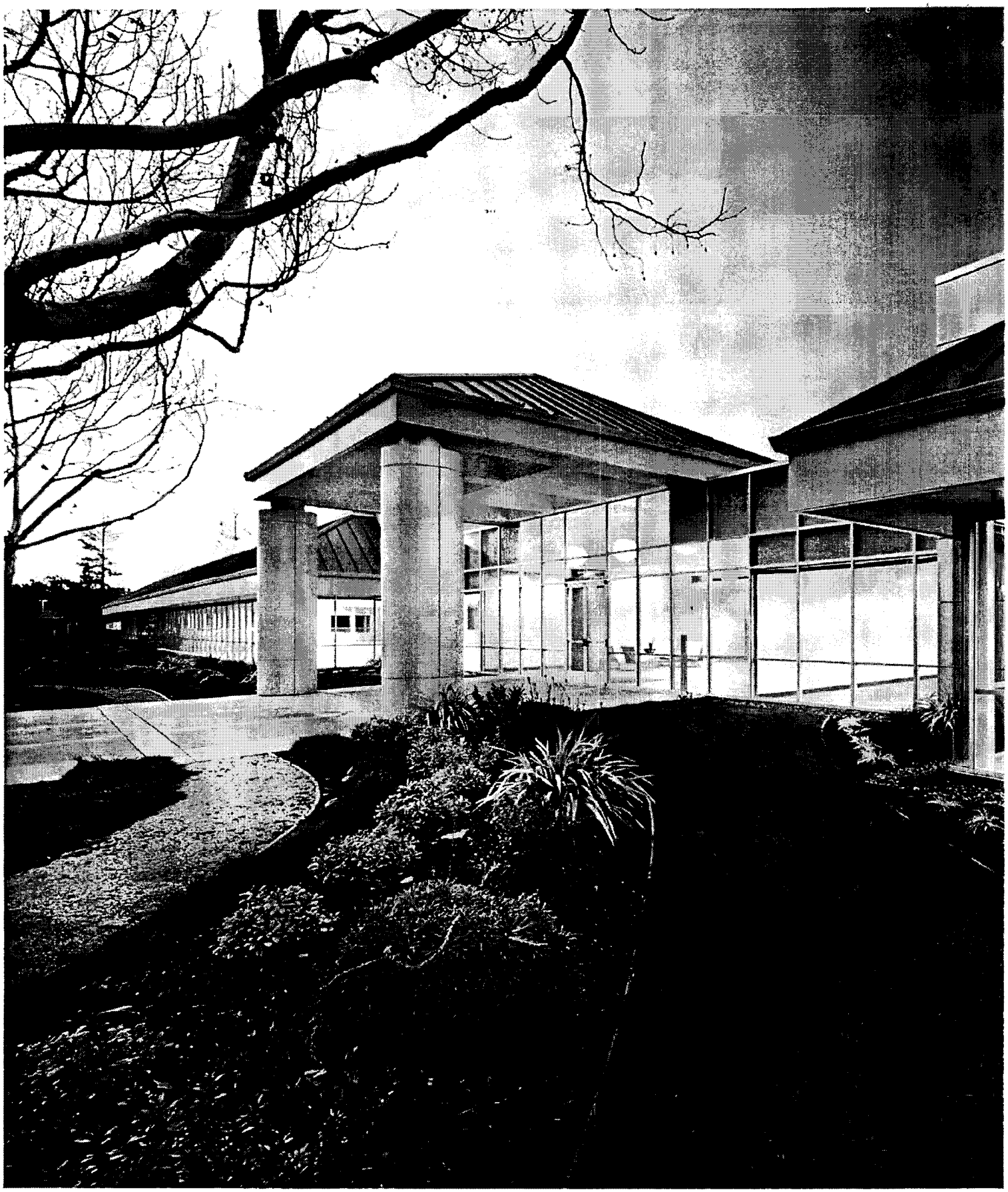


60 SPEAR, SAN FRANCISCO, CALIFORNIA



2901 PATRICK HENRY DRIVE, SANTA CLARA, CALIFORNIA

National Market Update

Economic Outlook

In 2014, the U.S. economy grew at a 2.4% annual rate, in-line with consensus expectations. A rise in personal consumption and private inventory investment offset a drag from the decline in net trade exports of goods and services and government expenditures. The forward momentum of economic growth continued, with a stronger U.S. fiscal position and financial system. Looking forward in 2015, we expect full-year real gross domestic product (GDP) to increase by 2.8% to 3.3%. Inflation and growth dynamics now appear to be more favorable for the economic outlook in the U.S. than in the Eurozone. Key growth drivers are lower fuel prices, accelerating consumer spending, the strengthening public sector, well-capitalized corporations, and a recovering housing market. Potential risks to the near-term outlook may be connected to weaker global growth, geopolitical risks, and transitioning oil markets.

In 2014, the U.S. labor market expanded at the fastest pace since 1999. Three million jobs were created, and the average monthly job gain reached 246,000; this was a significant improvement when compared to 186,000 in 2012 and 194,000 in 2013. In Q4, total U.S. employment grew by 289,000 jobs per month on average. The unemployment rate declined to a six-year low of 5.6%, the lowest level since 2008. With sustained employment gains, the Fed completed its stated incremental wind-down of quantitative easing in October 2014 and may begin to normalize interest rates in the second half of 2015 or in 2016. The rate of unemployment and inflation will be integral to future monetary policy.

Stronger labor markets combined with higher overall household wealth have boosted consumer confidence. Low debt service burdens, record high stock prices, home price appreciation, and lower gasoline prices are significant tailwinds for consumer spending. In Q4, total U.S. retail sales increased at a moderate pace, up 3.7% over the year and 0.1% over Q3, given the lowest price of crude oil in six-years. In 2014, inflationary pressures remained muted; the consumer price index (CPI) rose by 0.7% and the core CPI (without food and energy) increased by 1.6% year-over-year. The U.S. dollar surged against most currencies, including large gains against the euro, the yen and the pound sterling.

In 2014, the strength of the housing sector gained momentum. Single-family housing starts rose to their highest level since 2007, and are a key driver of overall economic growth. In Q4, new residential construction starts increased by 4.8% year-over-year; single-family starts increased by 6.8%, significantly outpacing multifamily starts, up by 1.3%. In the year ending in November 2014, the S&P/Case Shiller 20-City Composite Price Index gained 4.3% across all cities. Annual home price gains continued to decelerate across the country in most cities, indicating a more gradual pace of recovery, yet eight cities still saw prices rise faster than earlier in 2014. Existing home sales still lag relative to prior peak, especially amongst first-time homebuyers. Over the next few years, as demand for all housing-related activities increases, the segment is likely to contribute more to GDP growth. In aggregate, housing accounts for approximately 17% of the U.S. economy.

Capital Markets Trends

The commercial real estate asset class represents a growing share of the global alternative investment management market. Global capital flows into alternatives have doubled since 2005 and are now at record highs. During Q4, the average yield on 10-Year U.S. Treasuries ranged from 2.1% to 2.5%, the average contract interest rate for fixed commercial mortgage loans declined to 4.0%, and the 30-year fixed residential mortgage rate declined 30 basis points to 3.9%.

Improved credit availability across public and private capital sources has escalated domestic and offshore institutional capital flows into U.S. commercial real estate to unprecedented levels. In 2014, investment sales momentum continued, with national transaction volume across the five major property sectors totaling $423.8 billion, up 17.0% year-over-year and on par with the 2006 level. Global capital flows into U.S. real estate rose 37.9%. Pricing and financing for core real estate assets in top-tier markets remained highly competitive, causing yields and cap rates to tighten further. Some institutional investor acquisition strategies have shifted further up the risk curve to value-add strategies, such as redevelopment of well-located B-assets and mezzanine financing on premier assets in gateway markets and secondary/tertiary markets, which target higher returns.

Liquidity abounds in the senior and subordinate debt markets, with the overall cost of capital near historic lows. Non-bank lenders (life insurance companies, mortgage REITs, and private debt funds) now account for a larger share of outstanding mortgage debt. In 2014, U.S. Commercial Mortgage-Backed Securities (CMBS) issuance totaled $90.5 billion, less than half the peak of $225.2 billion in 2007, while Life Insurance Company volume rose by 24.8% to $80.0 billion. New regulations associated with the Dodd-Frank Act and Basel III reforms will continue to further constrain first mortgage (i.e. senior) lending capacity and impact the underwriting terms of commercial bank originators, limiting LTV ratios and high-leverage construction loans. Commercial real estate investment strategies are trending towards long-term fixed-rate debt and short-term leases to capture near-term growth more quickly.

In 2014, the rebound in commercial real estate asset values accelerated across broader markets. Institutional-quality commercial real estate investments today can offer higher risk-adjusted returns relative to traditional investments and continue to provide yields well above the rate of inflation. In 2014, the NCREIF Property Index (NPI) reported an annual total return of 11.8%, underperforming the S&P 500 annual return of 13.7%, and outperforming the Barclays Aggregate Bond Index annual return of 6.0%.

U.S. Real Estate Market Fundamentals

INDUSTRIAL

In 2014, the industrial sector outperformed across key real estate metrics in most markets nationwide. In Q4, the national industrial availability rate declined by 30 bps to 10.3%, the lowest level since Q2 2008. The recovery has now stretched through eighteen consecutive quarters, and the current availability rate is 420 bps below the cyclical high. Over the quarter, net absorption reached 64.4 million sf, significantly outpacing new construction, which totaled 32.7 million sf. Markets that saw the greatest reduction in availability rate from Q4 2013 to Q4 2014 were Sacramento (-320 bps), Atlanta (-300 bps), Fort Lauderdale (-240 bps), Oakland (-230 bps), and Denver (-170 bps).

The industrial market is uniquely positioned to profit from broadening U.S. economic growth. In 2014, strong demand prevailed across most markets, with rising industrial production, global trade, e-commerce, exports, and housing starts. Leasing velocity is highest for Class-A big-box warehouses over 350,000 sf (in particular those over 1 million sf) and small-to-mid-sized distribution facilities near highly populated metropolitan areas. New facilities with high-automation in proximity to the consumer continue to be a top priority of Third-Party-Logistics (3PL) businesses, competing for fast and cost-efficient e-retail delivery. Logistics traffic at strategic regional transportation hubs and East and Gulf Coast ports tied to the Panama Canal expansion (scheduled for completion in 2016) is likely to continue to shift new demand and shipping routes. Overall, we believe that demand for warehouse space will remain strong over the next five years, resulting in an ongoing decline in availability and rise in rents.

Industrial inventory and new supply are highly concentrated in the top distribution markets. Six major corridors are home to the nation's mega population centers – Los Angeles/Inland Empire, Dallas/Fort Worth, Chicago, New Jersey, Philadelphia and Atlanta. Although new construction is escalating, in particular in the Class-A segment, it does not appear to be exceeding current tenant requirements, as demand outpaces available supply in the larger size warehouse segment. Value-add and development activity is growing more quickly across established and emerging national distribution markets. We expect deliveries to remain relatively moderate through 2015 year-end but accelerate from 2016 to 2017, with overall delivery of new warehouse space averaging 189 million sf annually from 2015 to 2018, still below the long-term average.

In 2014, industrial transaction volume totaled $54.2 billion, up 12.5% over 2013. Trades of individual assets accelerated. Sales of warehouse and flex property totaled $36.5 billion and $17.7 billion, respectively. Secondary Markets outpaced Primary Markets, totaling $32.5 billion and $21.7 billion, respectively. In 2014, the NPI industrial sub-index posted an annual total return of 13.4%, the best-performing sector in the overall NPI.

APARTMENT

In 2014, multifamily sector fundamentals remained robust, with overall demand exceeding expectations and rent growth re-accelerating. In Q4, the national vacancy rate remained at 4.2%, down just 10 bps year-over-year, and 380 bps below the cyclical peak of 8.0% at year-end 2009. Net absorption reached 45,027 units, outpacing completions of 39,436 units. In Q4, effective rents increased by 0.6% over Q3 and 3.6% year-over-year. The steady increase in effective rents for 24 straight quarters to levels near or exceeding historical peaks in many markets indicates that many landlords continue to be able to raise rents with new completions. Markets that saw the greatest reduction in vacancy rate from Q4 2013 to Q4 2014 were Fort Worth (-90 bps), Sacramento (-80 bps), Philadelphia (-60 bps), Phoenix (-50 bps), and Atlanta (-40 bps).

Multifamily sector demand continues to thrive, while the home purchase market remains relatively weak. The displacement of the single-family housing market has persisted to the benefit of apartments. Household formation is now on the rebound; yet slow wage growth, tight credit, and elevated student loan debt levels remain real challenges to home ownership, in particular, for first-time buyers. Household creation among renters continues to outpace that of owner-occupiers, driven by the continuing maturation of echo boomers entering the urban workforce and downsizing by retirees. Demand is highest in, or in close proximity to, major employment hubs, and many rental households pay a premium for access to modern amenities, public transit, walkability, top grocery stores, and culture. Favorable demographics and an improving economy, suggest the strong possibility of continued growth in rental housing demand over the next several years.

Although the recent spike in rents in several top markets combined with low vacancy rates have accelerated the pace of construction nationally, oversupply is not expected to pose a serious risk. The few markets that report rising new supply levels also expect stronger rental demand. Looking ahead, we expect average new deliveries above the long-term average, supported by a generational wave of demographic demand. Overall, rents are expected to moderate over the next several years, especially in the absence of stronger wage growth.

In 2014, multifamily transaction volume reached $112.0 billion, up 9.0% year-over-year and exceeding the 2007 level. Mid- and high-rise properties increased by 9.2% to $70.5 billion, while garden-style sales rose 8.5% to $41.5 billion. A migration of capital into smaller markets continued; volume in Primary Markets actually declined slightly, while it rose in Secondary Markets. In 2014, the multifamily sub-index of the NPI posted an annual total return of 10.3%, the lowest-returning sector.

OFFICE

In 2014, the recovery of the office sector accelerated, with broad-based office-using employment growth across most industries. In Q4 2014, the national vacancy rate decreased by 20 bps to 13.9%, still 140 bps above the pre-recession low. The national vacancy rate for Central Business District (CBD) markets decreased by 20 bps to 11.1%, while the suburban vacancy rate decreased by 20 bps to 15.5%. Net absorption significantly rebounded to 15.2 million sf, outpacing new construction of 8.5 million sf. Markets that saw the greatest reduction in vacancy rate from Q4 2013 to Q4 2014 were Salt Lake City (-280 bps), Austin (-270 bps), Raleigh (-270 bps), Stamford (-220 bps), and Tampa (-220 bps).

In 2014, most U.S. office markets recorded higher demand for space and positive net absorption, as corporate confidence and expansionary activity grew. Overall, total net absorption across the country reached its highest level since 2007. Leasing in the Finance, Insurance, and Real Estate (FIRE) industries rebounded more significantly, absorbing a higher share of total space than in recent years; while Technology, Advertising, Media, and Information (TAMI), energy, and health care industries continued to drive much of the tenant leasing activity in many markets. New office buildings equipped with modern IT infrastructure and contemporary designs in top locations (near prime transit and residential, retail, and hotel properties) generally trade at a premium. More major employers are relocating or opening offices in lower-cost metros in the South, Southwest, and Southeast (such as, Dallas, Denver, Austin, Phoenix, and Fort Lauderdale/Miami). Assuming ongoing growth in employment and capital investment, office demand is expected to continue to expand over the next few years, further reducing vacancy levels.

Although office fundamentals have improved significantly, available inventory is still at relatively high levels and achievable rents are generally too low in most markets to attract new development. Nevertheless, construction volumes are picking up in top-performing markets; over the next several years, new construction and redevelopment are likely to be concentrated in select markets, including Houston, San Francisco, Seattle and New York. Looking ahead, we expect new deliveries to average 37.3 million sf annually from 2015 to 2018, well below the long-term average of 44.9 million sf.

In 2014, office transaction volume totaled $118.6 billion, up 14.6% year-over-year, with CBD markets increasing by 18.3% and suburban markets by 11.0%. Primary Markets accounted for 62.1% of the total investment sales. The bulk of trades were single asset deals, and the largest office portfolios were mainly concentrated in a few low risk core markets. Capital remains highly concentrated in Primary Markets and the migration to top Secondary Markets slowed relative to 2013. In 2014, the office sub-index of the NPI posted a total return of 11.5%, the third best performing sector.

RETAIL

In 2014, the recovery of neighborhood and community shopping center fundamentals continued slowly across most segments. In Q4 2014, the retail sector vacancy rate for neighborhood and community shopping centers declined by 10 bps to 10.2%. In Q4, effective rents increased by 0.5% over Q3 and 2.0% year-over-year. Regional malls continued to outperform most neighborhood and community centers in occupancy, with a vacancy level of 8.0%, up 10 bps year-over-year. Landlords now see larger store vacancies as opportunities to secure superior tenants at higher rents. Vacancy rates at many top malls remained well below pre-recession levels. Markets that saw the greatest reduction in vacancy rate from Q4 2013 to Q4 2014 were West Palm Beach (-160 bps), Orlando (-80 bps), San Jose (-80 bps), Raleigh (-70 bps) and Atlanta (-60 bps).

Overall, improved consumer confidence and household net worth benefited profit margins across the retail sector, yet weak income growth has constrained total spending. Going forward, if significantly lower fuel prices persist, discretionary spending is expected to accelerate, especially for low-income consumers. For many top retailers, employing omni-channel strategies has been a winning strategy to capitalize on the complimentary nature of e-commerce and bricks-and-mortar retail. In 2014, total U.S. retail sales increased by 3.7%; while holiday sales increased by 4.0%, an improvement over the 3.1% posted in 2013. Leasing trends across most retail categories and markets continued to favor dense, urban markets, and e-commerce-resistant formats. Grocery-anchored centers, transportation-oriented sites, high-street districts, walkable shopping centers and malls, and major suburban thoroughfares with critical mass are likely to be top performing segments.

New supply and redevelopment of neighborhood and community shopping centers remains at very low levels. More recent completions are modeled after the newer retail subtypes (lifestyle centers, town centers, power centers, and outlet centers). Value-add strategies are most likely to be implemented in coastal markets with larger populations and more affluent households. Securing strong anchor tenants is a requirement to attract top in-line tenants and financing for new projects. Given recovering vacancy levels, we expect construction to remain well-below the long-term average of 44.8 million sf per year over the next few years, with new deliveries averaging only 17.2 million sf annually from 2015 to 2018. Continued improvement in overall retail demand will depend largely on discretionary income growth and financial market stability.

In 2014, retail transaction volume reached $82.6 billion, up 31.3% over 2013. Individual property trades remained strong, significantly ahead of portfolio and entity level deals. As trades in Secondary Markets rebounded strongly, sales within the strip center segment accelerated by 35.2%. Malls and anchored retail represented the highest share of total capital investment. In 2014, the retail sub-index of the NPI posted a total return of 13.1%, the second-highest returning sector.

HOTEL

In 2014, the U.S. hotel sector recovery accelerated above consensus expectations, reporting strong increases in all key performance metrics. Overall, occupancy increased by 3.6% to 64.4%, while the average daily rate (ADR) rose by 4.6% to $115.32, and revenue per available room (RevPAR) climbed by 8.3% to $74.3 year-over-year. Top markets ranked by RevPAR growth were Nashville (+19.0%), Denver (+16.2%) and Atlanta (+13.1%).

Over the past year, national demand rose by 4.5%, while supply was up 0.9%. Corporate profits and consumer spending reached record highs, and more frequent business and leisure travel by millennials and retired baby boomers is likely to continue to drive demand growth across the entire hospitality industry. Leisure travel and group bookings rebounded more broadly, which has improved airport hotel and resort occupancies. Flight reservations picked up over the year, yet rates have not seen notable improvement. Nevertheless, gathering economic momentum supports our expectation of notable gains in value and ADR hotel performance in 2014 and subsequent years. We expect RevPAR growth to reach 7.0% to 8.0% in 2015.

All chain-scale segments (luxury to low-end) are in full recovery. Many are now expanding by entering new markets and rebranding. As of December 2014, there were 3,443 U.S. hotels (412,878 rooms) in construction, final planning, or planning stages, a 14.3% increase over the prior year. Markets with the highest increase in rooms under construction were San Diego (170.3%), Houston (166.0%), Dallas (122.3%), Seattle (82.4%), and Miami (73.4%). We expect growth in hotel supply to remain below the long-term average for the next three years with hotel owners and operators increasingly focused on maximizing revenue through value-add, capital improvement programs at hotels in top locations.

In 2014, the hotel capital markets were active with both private and public lenders increasingly comfortable financing prime hotel assets in gateway cities and top tourist destinations. The price per key has surpassed prior peak levels in top markets. In 2014, hotel transaction volume totaled $34.6 billion, up 26.7% year-over-year, with Q4 having the highest quarterly volume since 2007. Portfolio and entity-level sales were up 32% in 2014. Full-service hotels (up 15.3% year-over-year) accounted for a larger share of total capital investment than the limited-service sector (up 55.0%). In 2014, the hotel sub-index for the NPI posted an annual total return of 11.1%, the second lowest returning sector. We note that the NPI has only 165 hotel assets, which may not be a representative sample of the lodging industry, or high-end hotel properties.

In 2014, the rebound in commercial real estate asset values accelerated across broader markets. Institutional-quality commercial real estate investments today can offer higher risk-adjusted returns relative to traditional investments and continue to provide yields well above the rate of inflation.

WHOLE FOODS AT THE DOMAIN, AUSTIN, TEXAS

Properties

APARTMENT

PROPERTY NAME	LOCATION	VINTAGE YEAR	OWNERSHIP %	SIZE	OCCUPANCY	REAL ESTATE VALUE AT SHARE ($)
The Gramercy at Metropolitan Park	Arlington, VA	2007	98.4%	399	89.4%	185,923,080
Eastchester Heights	Bronx, NY	2007	90.0%	1,416	95.8%	145,800,000
The Acadia at Metropolitan Park	Arlington, VA	2012	100.0%	411	0.0%	140,000,000
Columbia Town Center	Columbia , MD	2004	100.0%	531	94.4%	135,000,000
The Millennium at Metropolitan Park	Arlington, VA	2010	98.7%	300	95.3%	132,628,208
1000 Jefferson	Hoboken, NJ	2008	100.0%	217	93.5%	129,500,000
The Metropolitan at Reston Town Center	Reston, VA	2006	100.0%	289	95.8%	121,000,000
Avignon Townhomes	Redmond, WA	2000	100.0%	272	92.6%	110,000,000
Parkway Lofts	Bloomfield, NJ	2014	100.0%	361	52.9%	104,598,484
Infinity Harbor Point	Stamford, CT	2013	100.0%	242	97.1%	104,300,000
Westbrooke Place	Washington, DC	2000	100.0%	201	92.5%	102,000,000
Railway Plaza	Naperville, IL	2006	100.0%	417	95.4%	91,200,000
Desert Club Apartments	Phoenix, AZ	2004	100.0%	497	96.0%	83,100,000
Broadway Knolls	Holbrook, NY	2007	100.0%	284	97.2%	82,100,000
Moda at North Bay Village	North Bay Village, FL	2012	100.0%	285	0.0%	76,800,000
The Station at Riverfront Park	Denver, CO	2014	100.0%	273	93.0%	67,800,000
Missions at Chino Hills	Chino Hills, CA	2006	100.0%	240	92.5%	60,800,000
Montclair Residences	Montclair, NJ	2012	100.0%	163	92.6%	59,900,000
Lantana Ridge	Austin, TX	2011	100.0%	354	90.7%	51,000,000
Village on the Green	Rancho Cucamonga, CA	2011	100.0%	264	95.8%	48,600,000
Oak View at Sonoma Hills	Rohnert Park, CA	2011	100.0%	207	98.6%	44,700,000
44 Berry Street	Brooklyn, NY	2011	100.0%	42	90.5%	43,700,000
Grand on Memorial	Houston, TX	2013	100.0%	228	86.0%	39,400,000
Remington at Ladera Ranch	Ladera Ranch, CA	2006	100.0%	154	94.2%	36,800,000
Balboa Park	San Diego, CA	2012	94.2%	100	0.0%	35,921,486
Katahdin Woods	Lexington, MA	2006	100.0%	128	97.7%	34,900,000
Printhouse Lofts	Brooklyn, NY	2014	100.0%	36	100.0%	30,631,985
Platinum Southside[1]	Austin, TX	2010	100.0%	195	96.4%	30,250,000
Buena Vida at Town Center	Rancho Santa, CA	2011	100.0%	115	93.9%	25,100,000
Rochester Apartments	Los Angeles, CA	2006	90.0%	60	98.3%	21,960,000
Total Apartment						**$2,375,413,244**

[1]Sold subsequent to year-end.

Properties

RETAIL

PROPERTY NAME	LOCATION	VINTAGE YEAR	OWNERSHIP %	SIZE	OCCUPANCY	REAL ESTATE VALUE AT SHARE ($)
600 North Michigan Avenue	Chicago, IL	2003	100.0%	211,616	92.6%	315,000,000
West Hollywood Gateway	Los Angeles, CA	2004	100.0%	248,067	96.5%	118,000,000
Palm Beach Outlets[1]	West Palm Beach, FL	2014	100.0%	460,025	99.2%	112,054,250
Marketplace at the Outlets[1]	West Palm Beach, FL	2014	100.0%	294,849	97.0%	99,175,875
Chevy Chase—Retail	Washington, DC	2005	100.0%	148,107	77.3%	93,400,000
Promenade at Sacramento Gateway	Sacramento, CA	2006	100.0%	344,891	88.6%	86,900,000
Village Shopping Center	Boulder, CO	2007	80.0%	219,934	98.2%	51,440,000
Dunkirk Gateway	Dunkirk, MD	2006	100.0%	133,291	98.0%	43,200,000
Park Place Shopping Center	Tukwila, WA	2003	100.0%	153,879	100.0%	42,300,000
Free State Shopping Center	Bowie, MD	2007	70.0%	277,577	85.0%	39,564,000
Millennium Park	Livonia, MI	2005	70.0%	272,568	100.0%	35,140,001
Whole Foods at the Domain	Austin, TX	2014	100.0%	59,546	100.0%	34,400,000
Water Tower Shoppes	Celebration, FL	2012	100.0%	120,089	88.4%	30,800,000
Victory Station	Savannah, GA	2013	100.0%	64,171	100.0%	26,100,000
Oriole Plaza	Delray Beach, FL	2005	70.0%	155,752	93.9%	20,230,000
Barcroft Plaza	Falls Church, VA	2006	70.0%	98,109	79.1%	19,950,000
Campus Plaza	Bridgewater, MA	2004	68.5%	115,591	100.0%	19,421,791
Greenlawn Plaza	Huntington, NY	2006	67.0%	102,416	95.0%	17,727,599
Atlantic Plaza	North Reading, MA	2004	70.0%	123,615	70.2%	14,770,000
Martin Square	Stuart, FL	2005	70.0%	331,105	99.2%	14,350,000
Plaza Del Mercado	Silver Spring, MD	2004	70.0%	95,139	60.2%	13,090,000
Total Retail						**$1,247,013,516**

[1]Structured as a loan with an option to convert to equity.

Properties

OFFICE

PROPERTY NAME	LOCATION	VINTAGE YEAR	OWNERSHIP %	SIZE	OCCUPANCY	REAL ESTATE VALUE AT SHARE ($)
100 Fifth Avenue	New York, NY	2013	100.0%	277,412	98.0%	258,000,000
Sand Hill Commons[1]	Menlo Park, CA	2006	100.0%	133,124	99.9%	240,000,000
475 Brannan Street	San Francisco, CA	2012	100.0%	243,233	100.0%	196,000,000
Arboretum Gateway	Santa Monica, CA	2004	100.0%	201,006	100.0%	184,000,000
Veritas Office Building	Houston, TX	2004	100.0%	425,927	100.0%	167,900,000
Waterway Plaza I & II	The Woodlands, TX	2013	100.0%	366,074	96.6%	150,800,000
101 Arch Street	Boston, MA	2005	100.0%	406,631	94.6%	143,000,000
10 Brookline Place	Brookline, MA	2013	100.0%	173,439	100.0%	126,000,000
60 Spear	San Francisco, CA	2014	100.0%	157,400	77.1%	111,000,000
3150 Fairview Park	Falls Church, VA	2011	100.0%	252,613	100.0%	90,000,000
Chevy Chase - Office	Washington, DC	2005	100.0%	204,621	99.1%	87,300,000
350 Rhode Island	San Francisco, CA	2005	100.0%	124,980	100.0%	71,200,000
One Liberty Square	Boston, MA	2013	100.0%	157,563	93.2%	65,000,000
Ten West Corporate Center Two	Houston, TX	2011	100.0%	250,260	100.0%	62,900,000
Central Park	Burbank, CA	2007	48.8%	254,763	90.3%	60,024,000
One Del Mar	San Diego, CA	2007	100.0%	114,166	91.8%	58,500,000
Mira Vista	Austin, TX	2014	100.0%	121,147	100.0%	41,400,000
11 East 44th Street	New York, NY	2007	49.0%	133,602	100.0%	38,555,130
El Dorado Medical	Tucson, AZ	2006	100.0%	186,281	63.7%	38,300,000
Legacy Medical Village	Plano, TX	2011	100.0%	94,359	100.0%	35,600,000
University Park Tech III & IV	San Antonio, TX	2014	100.0%	165,007	100.0%	31,100,000
Progressive Insurance	Rancho Cordova, CA	2004	100.0%	158,582	81.6%	29,300,000
Arques Business Park	Sunnyvale, CA	2013	100.0%	93,385	100.0%	28,400,000
2901 Patrick Henry Drive	Santa Clara,CA	2014	100.0%	82,278	100.0%	27,900,000
Ricoh Building	Malvern, PA	2003	100.0%	106,855	100.0%	25,400,000
Valley Parkway Medical	Escondido, CA	2007	100.0%	70,058	73.1%	23,400,000
Wood Hollow Office Park	Novato, CA	2003	100.0%	121,670	61.1%	22,700,000
1475 Dunwoody Drive	West Chester, PA	2004	100.0%	126,444	100.0%	21,300,000
Conroe Medical	Conroe, TX	2007	100.0%	68,832	84.0%	17,600,000
The Overlook	Austin, TX	2014	100.0%	50,725	100.0%	15,800,000
Hillcrest Medical	San Diego, CA	2007	100.0%	31,605	60.4%	9,900,000
Total Office						**$2,478,279,130**

[1]49% interest sold subsequent to year-end.

Properties

INDUSTRIAL

PROPERTY NAME	LOCATION	VINTAGE YEAR	OWNERSHIP %	SIZE	OCCUPANCY	REAL ESTATE VALUE AT SHARE ($)
Research Tri-Center	Durham, NC	2014	100.0%	1,534,024	90.4%	117,500,000
Redlands Business Center	Redlands, CA	2013	100.0%	704 ,115	100.0%	65,500,000
Pioneer 360	Arlington, TX	2009	100.0%	1,163,465	90.3%	60,000,000
16850 Heacock Street	Moreno Valley, CA	2011	100.0%	756,340	100.0%	57,200,000
Mile High Distribution Center	Denver, CO	2007	100.0%	763,633	100.0%	56,800,000
Knott Distribution Center	Buena Park, CA	2002	100.0%	399,473	100.0%	53,500,000
Carmel Mountain	San Diego, CA	2005	100.0%	329,306	100.0%	50,500,000
Pacific Coast Park II	Fife, WA	2006	100.0%	501,250	99.9%	42,700,000
Durango Commerce Center	Phoenix, AZ	2008	100.0%	669,266	90.7%	40,700,000
Sycamore Collection	Riverside, CA	2006	100.0%	442,000	100.0%	39,500,000
Siempre Viva Business Park	San Diego, CA	2007	100.0%	473,899	85.4%	38,400,000
Chantilly Distribution Center	Chantilly, VA	2006	100.0%	350,943	100.0%	37,400,000
Miraloma Distribution Center	Anaheim, CA	2005	100.0%	319,174	100.0%	37,400,000
Eden Rock 10	Hayward, CA	2005	100.0%	327,715	100.0%	34,700,000
Beltway Northwest	Houston, TX	2007	100.0%	299,025	92.4%	34,300,000
University Park Tech I & II	San Antonio, TX	2007	100.0%	190,762	100.0%	33,200,000
Valencia Commercepiex	Valencia, CA	2005	100.0%	317,905	100.0%	32,000,000
Whittier Industrial	Whittier, CA	2005	100.0%	290,430	100.0%	30,800,000
7400 Hazard	Westminster, CA	2013	100.0%	258,506	100.0%	29,300,000
Patterson Pass Business Park	Tracy, CA	2011	100.0%	404,400	100.0%	25,500,000
Cotton Center	Phoenix, AZ	2005	100.0%	225,435	83.3%	24,200,000
3225 Meridian Parkway	Weston, FL	2004	100.0%	201,845	100.0%	23,400,000
Guhn Road Distribution Center	Houston, TX	2012	100.0%	253,838	100.0%	21,600,000
3245 Meridian Parkway	Weston, FL	2004	100.0%	230,600	50.5%	21,100,000
Seattle Distribution Center	Seattle, WA	2004	100.0%	174,478	96.5%	20,000,000
Crossroads Corporate Center	Salt Lake City, UT	2011	100.0%	295,800	79.0%	19,200,000
Mile High 3	Denver, CO	2014	100.0%	255,767	71.8%	19,100,000
Waters Ridge Distribution Center	Lewisville, TX	2011	100.0%	367,744	100.0%	18,400,000

Properties

INDUSTRIAL (continued)

PROPERTY NAME	LOCATION	VINTAGE YEAR	OWNERSHIP %	SIZE	OCCUPANCY	REAL ESTATE VALUE AT SHARE ($)
ASP Valencia	Santa Clarita, CA	2005	100.0%	173,678	100.0%	17,600,000
Business Interiors	Irving, TX	2005	100.0%	309,774	100.0%	16,900,000
Turnbull Canyon Distribution Center	City of Industry, CA	2002	100.0%	190,900	100.0%	16,700,000
Race Road	Hanover, MD	2010	100.0%	98,855	100.0%	16,200,000
1025 Airport 100 Way	Hanover, MD	2011	100.0%	134,000	100.0%	16,100,000
South River Road	South Brunswick, NJ	2006	100.0%	208,899	100.0%	15,700,000
Plainfield Park	Plainfield , IN	2011	100.0%	346,800	100.0%	15,500,000
Chino International	Chino, CA	2006	100.0%	184,289	100.0%	15,500,000
Capital Park South Distribution Center	Grove City, OH	2011	100.0%	378,283	100.0%	14,600,000
La Palma Distribution Center	Anaheim, CA	2006	100.0%	127,122	100.0%	14,300,000
Sun Valley Industrial	Sun Valley, CA	2005	100.0%	103,985	100.0%	13,200,000
Tri County Distribution Center	Schertz, TX	2011	100.0%	244,800	100.0%	13,200,000
Plainfield Park II	Plainfield , IN	2014	100.0%	352,000	0.0%	12,600,000
Dulles Woods III	Sterling, VA	2006	100.0%	102,427	100.0%	12,400,000
Kyrene Commons	Tempe, AZ	2011	100.0%	156,410	100.0%	12,200,000
21st Street Business Center	Tempe, AZ	2002	100.0%	162,000	100.0%	11,900,000
Northport	Fremont, CA	2005	100.0%	103,414	100.0%	11,400,000
140 North Mitchell Court	Addison, IL	2004	100.0%	128,640	100.0%	11,200,000
West Chester Commerce Park	West Chester, OH	2011	100.0%	205,920	100.0%	9,800,000
Princeton Distribution Center	Cincinnati, OH	2011	100.0%	91,800	100.0%	8,100,000
West 10 Business Center	Phoenix, AZ	2002	100.0%	146,623	0.0%	7,390,000
Salt Lake Industrial Distribution Center	Salt Lake City, UT	2011	100.0%	100,800	100.0%	6,500,000
900 Corporate Grove Drive	Buffalo Grove, IL	2005	100.0%	68,943	100.0%	5,500,000
Total Industrial						**$1,378,390,000**

Properties

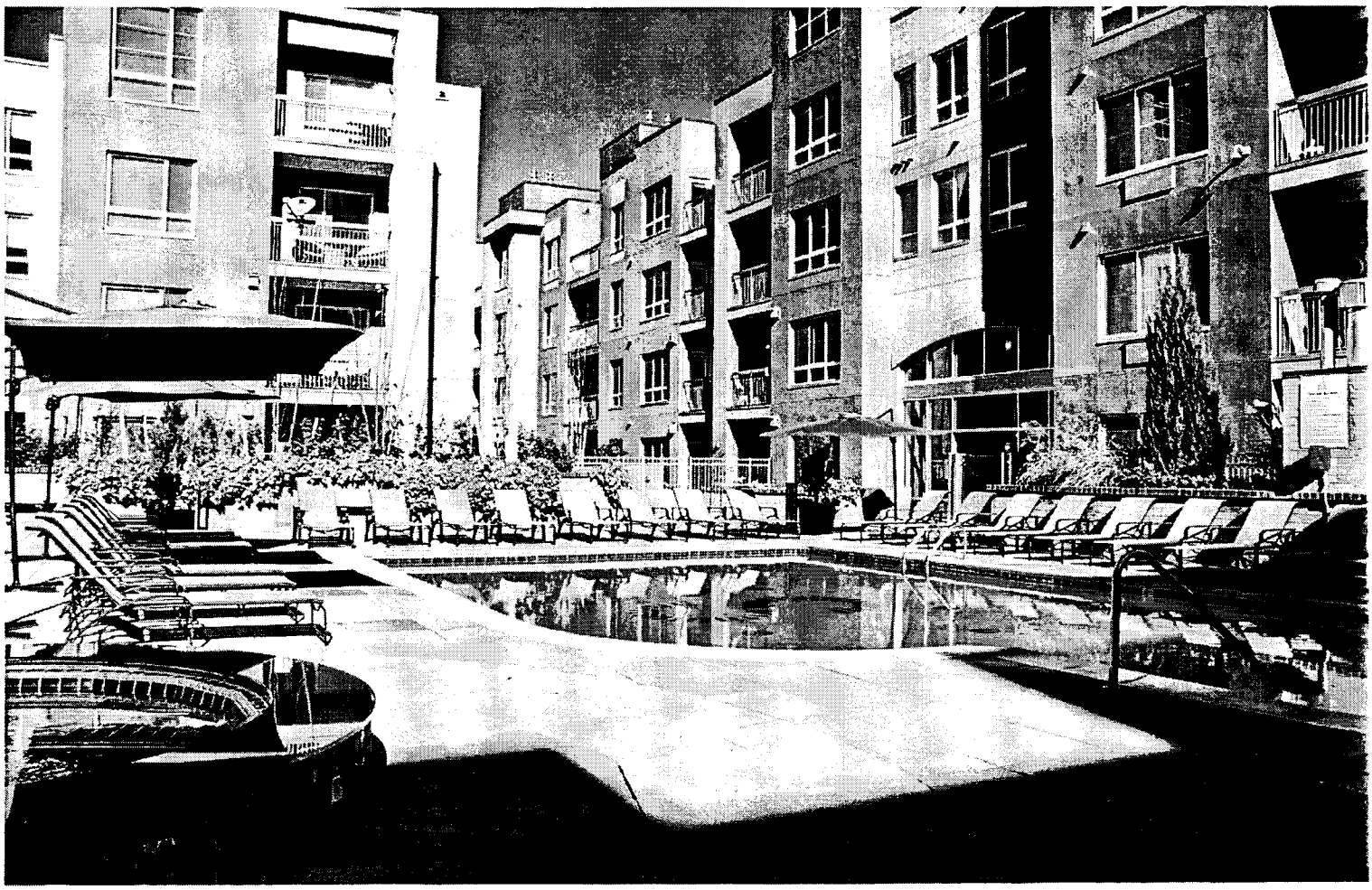
HOTEL

PROPERTY NAME	LOCATION	VINTAGE YEAR	OWNERSHIP %	SIZE	OCCUPANCY	REAL ESTATE VALUE AT SHARE ($)
Chevy Chase - Hotel	Washington, DC	2005	100.0%	198	75.9%	73,500,000
Alexandria Monaco	Alexandria, VA	2006	100.0%	241	81.8%	94,900,000
Hotel Allegro	Chicago, IL	2007	100.0%	483	73.8%	90,900,000
Morrison House	Alexandria, VA	2006	100.0%	45	81.4%	11,700,000
Total Hotel						**$271,000,000**

LAND

PROPERTY NAME	LOCATION	VINTAGE YEAR	OWNERSHIP %	SIZE	OCCUPANCY	REAL ESTATE VALUE AT SHARE ($)
Harvest Creek	Brandon, FL	2007	100.0%	0	0.0%	10,500,000
Mile High 4	Denver, CO	2007	100.0%	0	0.0%	2,100,000
Total Land						**$12,600,000**
TOTAL PORTFOLIO						**$7,762,695,890**

UNIVERSITY PARK TECH III & IV, SAN ANTONIO, TEXAS



THE STATION AT RIVERFRONT PARK, DENVER, COLORADO

PALM BEACH OUTLETS, WEST PALM BEACH, FLORIDA

Commitment to Sustainability

Clarion Partners seeks exceptional investment returns by responsibly investing and managing high performance, high quality, environmentally responsible, healthy, and productive places to live, work, shop, and stay that are beneficial to our local communities. In May 2013, Clarion Partners signed the United Nations-backed Principles for Responsible Investment, strengthening our commitment to incorporating environmental, social, and governance issues into our investment decisions. Clarion is also an active corporate member of the U.S. Green Building Council and the Urban Land Institute's Sustainable Building Council.

Across the Firm we are committed to exploring and implementing sustainable development and operational guidelines for our investments. We have registered all applicable office buildings under the EPA Energy Star program and are also pursuing LEED (Leadership in Energy & Environmental Design) certification wherever cost-effective. We regularly assess opportunities to integrate energy efficiency improvements through our capital projects and in new developments. These projects include skylights and daylighting, reflective white roofing, energy efficient lighting, water efficient irrigation systems, low E glass, shade features, recyclable materials and shop assembled subsystems that reduce on-site waste (i.e., precast panels), low-volatile organic compound emitting materials, motion and occupancy lighting sensors, and electric vehicle charging stations. Clarion also works closely with tenants on implementing efficiency capital projects while educating them on how to operate more efficiently and cost effectively. This not only lowers costs but enhances the tenant/ landlord relationship, building loyalty to the Firm's projects over time.

Fourth Quarter Sustainability Highlight

KATAHDIN WOODS, LEXINGTON, MA

PROPERTY HIGHLIGHTS

- 128 unit rental apartment complex located in the Boston metropolitan area
- Seven building community originally constructed in 1989
- The Property is located in a highly desirable Massachusetts school district in close proximity to local employment centers and amenities
- Average unit size of 964 square feet
- 98% occupied

SUSTAINABILITY HIGHLIGHTS

- The Property completed installation of solar panels on 5 buildings in 2014
- Expected simple payback of 4.2 years and a return on cost of 17%
- Resulted in $30,000 in utility savings, plus the ability to sell approximately $30,000 in solar renewable energy certificates
- Federal government program subsidy provided a 30% tax credit for the project

ENERGY STAR

GRESB

PRI Principles for Responsible Investment

U.S. GREEN BUILDING COUNCIL USGBC

Notes

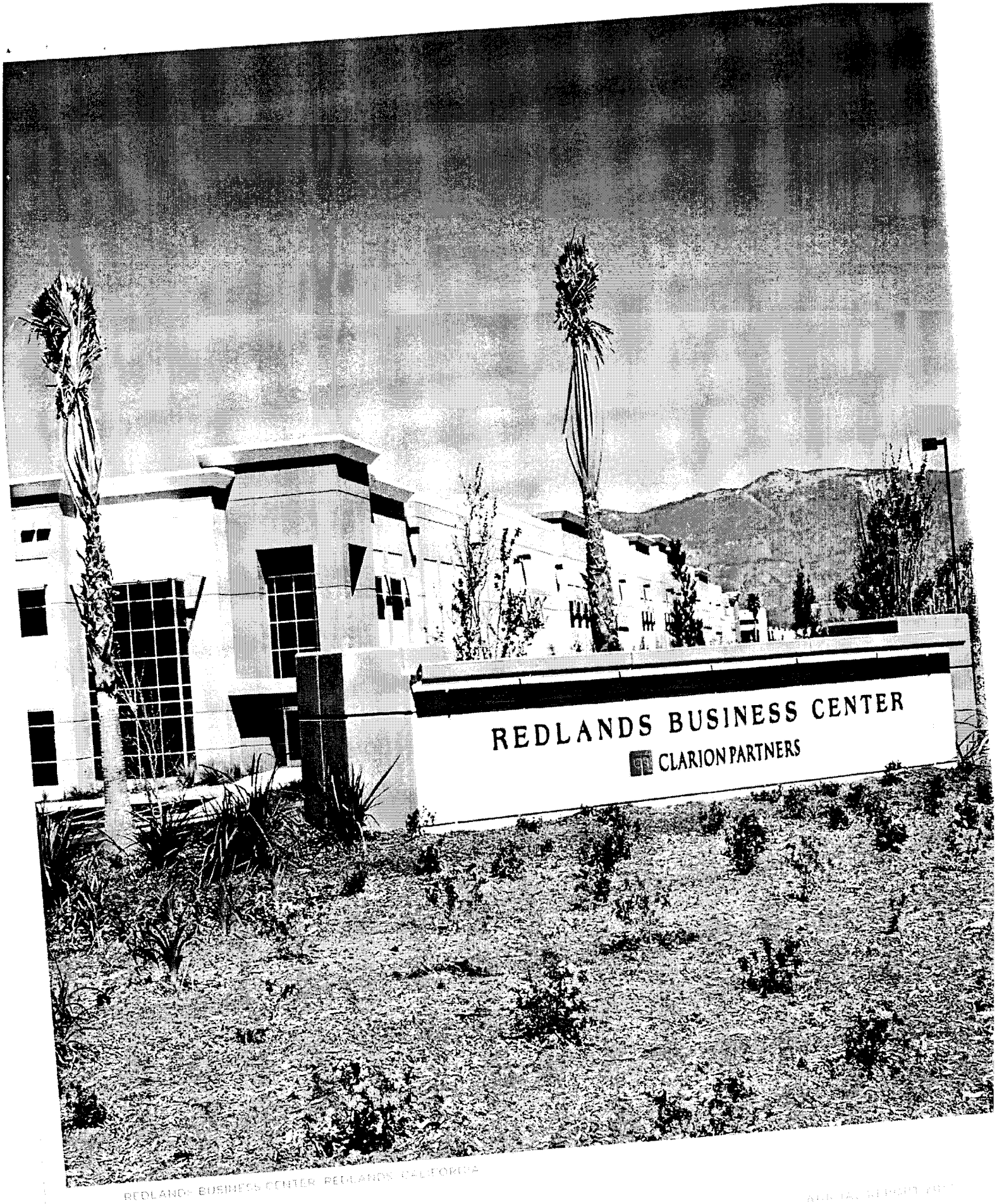
1. Investment in the Fund entails significant risks that investors should consider before making a decision to invest. An investor should only invest in the Fund as part of an overall investment strategy and only if the investor is able to withstand total loss of investment. Investments in the Fund can only be made pursuant to the Fund's offering documents and private placement memorandum, which investors are advised to read carefully and pay special attention to the risk factors set forth therein.
2. Returns are presented beginning April 1, 2000, the Fund's inception date.
3. Returns are presented on a gross and net basis, and there is no guarantee that the Fund will realize its investment objectives or that investors will receive a return of their capital. Both gross and net returns assume income reinvestment and take into account transaction costs. Net of fee returns reflect asset management fees. The Fund's base management fees are charged as a percentage of net asset value ranging from effective rates of 0.85% to 1.25% per annum except for certain internal investors and investors whose interest exceeds $100 million, in which case fees may be negotiated with the Fund. Management fees are billed by Clarion Partners outside of the Fund and do not impact NAV.
4. The Fund's total appreciation return consists of two components: property-level appreciation and the impact of debt marked to market. For the year ended December 31, 2014, the total annual appreciation return was 8.09% comprised of a 7.59% property-level appreciation return and a 0.48% debt mark to market return.
5. Fund returns are calculated on an investment-level basis and include leverage, cash balances and interest income from short-term cash investments. Fund returns are generally compared to the NCREIF Fund Index Open-End Diversified Core Equity (NFI-ODCE) equal weight. The NFI-ODCE is a fund-level, time-weighted return index and includes property investments at ownership share, cash balances, and leverage (i.e., returns reflect the actual asset ownership positions and financing strategy of the funds included in the index). NFI-ODCE returns are presented before fees and are for illustrative purposes only. Investors cannot invest in an index.
6. Real estate asset values are established by independent appraisals each quarter and the values presented herein are based on the December 31, 2014 appraisals. Gross real estate value is the appraised real estate value of all assets. For real estate owned in joint ventures, assets are carried at the Fund's ownership share, except for consolidated joint ventures which are carried at 100%. Net asset value is the equity value of the Fund, which equals total assets less total liabilities, as defined by Generally Accepted Accounting Principles (GAAP).
7. Portfolio occupancy excludes hotels, properties in initial lease-up, and properties undergoing significant renovation. Hotel occupancy is depicted on a rolling twelve month basis; all other property types present occupancy as of quarter-end and are calculated on a percentage of leased square-foot basis.
8. Total Asset Value is the Fund's consolidated wholly owned total assets and proportionate share of joint venture total assets.
9. The Cash Ratio is calculated as the sum of all Fund-level cash, wholly owned property cash, and the Fund's proportionate share of joint venture cash divided by the Fund's consolidated wholly owned total assets and proportionate share of joint venture total assets. Restricted cash balances are excluded from the calculation.
10. The Leverage Ratio is calculated as the sum of the fair market value, as applicable, of all Fund-level debt, wholly owned property debt, and the Fund's proportionate share of joint venture debt divided by the Fund's consolidated wholly owned total assets and proportionate share of joint venture total assets.
11. Annual time-weighted returns are calculated by linking quarterly returns, using the formula below:

$$\frac{\text{Investment Income + Appreciation (Depreciation)}}{\text{Weighted Average Equity}}$$

Weighted Average Equity = Beginning Net Asset Value + Time-Weighted Contributions – Time-Weighted Distributions

For annual returns, the sum of the return components may not equal the total gross return due to time-weighting (i.e. chain-linking) of quarterly returns.

12. Clarion Partners is a registered investment advisor under the Investment Advisers Act of 1940.
13. The information contained in this report has been obtained or derived from independent third party sources believed to be reliable. This report contains forward-looking statements relating to the plans, objectives, opportunities, future performance and business of the Fund and the future performance of the U.S. market generally. These forward-looking statements include statements regarding the current expectations, estimates, projections, opinions and beliefs of the Fund, as well as the assumptions on which those statements are based. Words such as "believes," "expects," "anticipates," "intends," "plans," "estimates," "projects," "should" and "objective" and variations of such words and similar words also identify forward-looking statements. Such statements are forward-looking in nature and involve a number of known and unknown risks, uncertainties and other factors, and accordingly, actual results may differ materially from those reflected or contemplated in such forward-looking statements. No assurance can be given that the Fund's investment objectives will be achieved or that investors will receive a return of their capital. Investors are cautioned not to place undue reliance on any forward-looking statements or examples included in this report and should bear in mind that past performance is not necessarily indicative of future results. None of the Fund, Clarion or any of their affiliates or principals nor any other individual or entity assumes any obligation to update any forward-looking statements as a result of new information, subsequent events or any other circumstances. Such statements speak only as of the date that they are originally made.
14. This report, including all exhibits and appendices, has been prepared and presented in compliance with the Real Estate Information Standards (REIS), as determined by Clarion Partners.



REDLANDS BUSINESS CENTER, REDLANDS, CALIFORNIA

Report of Independent Auditors

THE INVESTORS

CLARION LION PROPERTIES FUND, LP
CLARION LION PROPERTIES FUND HOLDINGS REIT, LLC
CLARION LION PROPERTIES FUND HOLDINGS, L.P.

We have audited the accompanying combined financial statements of the entities listed in Note 1 (the Fund), which comprise the combined statements of assets, liabilities and equity, including the schedules of investments, as of December 31, 2014 and 2013, and the related combined statements of operations, changes in equity and cash flows for the years then ended, and the related notes to the combined financial statements.

MANAGEMENT'S RESPONSIBILITY FOR THE FINANCIAL STATEMENTS

Management is responsible for the preparation and fair presentation of these financial statements in conformity with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

AUDITOR'S RESPONSIBILITY

Our responsibility is to express an opinion on these financial statements based on our audits. We did not audit the financial statements of Federal/Lion Venture LP (Federal/Lion Joint Venture), a limited partnership in which the Fund has a 70% interest. In the combined financial statements, the Fund's investment in Federal/Lion Joint Venture, exclusive of unrealized depreciation, is stated at $108.4 million and $106.9 million as of December 31, 2014 and 2013, respectively, and the Fund's equity in the net income of Federal/Lion Joint Venture is stated at $6.4 million and $6.7 million, for the years then ended. In addition, we did not audit the financial statements of Ramco/Lion Joint Venture L.P. (Ramco/Lion Joint Venture), a limited partnership in which the Fund has a 70% interest. In the combined financial statements, the Fund's investment in Ramco/Lion Joint Venture, exclusive of unrealized depreciation, is stated at $52.1 million as of December 31, 2013, and the Fund's equity in the net income of Ramco/Lion Joint Venture is stated at $5.9 million for the year then ended. Those statements were audited by other auditors whose reports have been furnished to us, and our opinion, insofar as it relates to the amounts included for Federal/Lion Joint Venture and Ramco/Lion Joint Venture, is based solely on the reports of the other auditors. We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

OPINION

In our opinion, based on our audits and the reports of the other auditors, the financial statements referred to above present fairly, in all material respects, the combined financial position of the entities listed in Note 1 at December 31, 2014 and 2013, and the combined results of their operations, changes in their equity and their cash flows for the years then ended, in conformity with U.S. generally accepted accounting principles.

Ernst + Young LLP

New York, New York
March 3, 2015

Financial Statements

Clarion Lion Properties Fund
Combined Statements of Assets, Liabilities and Equity
(In Thousands)

DECEMBER 31	2014	2013
ASSETS		
Real estate investments, at fair value (cost: $6,230,601 in 2014 and $5,592,768 in 2013)	$ 7,044,970	$6,039,244
Investment in non-consolidated joint ventures and other investments, at fair value (cost: $652,457 in 2014 and $577,371 in 2013)	640,713	510,934
Cash and cash equivalents	70,966	244,096
Rents and other receivables, net of allowance for doubtful accounts of $782 in 2014 and $1,974 in 2013	17,853	16,386
Notes receivable, at fair value (cost: $17,373 in 2014 and $9,984 in 2013)	17,373	9,984
Prepaid expenses and other assets	12,029	10,910
Restricted cash	18,238	20,640
Total assets	$ 7,822,142	$6,852,194
LIABILITIES AND EQUITY		
Liabilities:		
Mortgage notes payable, at fair value	$ 634,906	$ 661,400
Senior notes payable, at fair value	1,277,165	999,587
Accounts payable and accrued expenses	274,230	274,220
Credit facility	205,000	-
Other liabilities	29,557	58,616
Total liabilities	2,420,858	1,993,823
Equity:		
Clarion Lion Properties Fund partners' equity	5,398,416	4,851,149
Non-controlling interests	2,868	7,222
Total equity	5,401,284	4,858,371
Total liabilities and equity	$ 7,822,142	$6,852,194

See accompanying notes.

Financial Statements

Clarion Lion Properties Fund
Combined Schedules of Investments
(In Thousands)

DECEMBER 31	2014		2013	
Real Estate Investments	COST[1]	FAIR MARKET VALUE	COST[1]	FAIR MARKET VALUE
East				
Industrial:				
1025 Airport 100 Way—Hanover, MD	$ 14,485	$ 16,100	$ 14,484	$ 15,500
Chantilly Distribution Center—Chantilly, VA	36,493	37,400	36,371	35,100
Dulles Woods III—Sterling, VA	12,596	12,400	12,496	11,200
Race Road—Hanover, MD	13,346	16,200	13,406	15,700
Research Tri-Center—Durham, NC	117,572	117,500	-	-
South River Road—South Brunswick, NJ	13,238	15,700	13,193	13,500
Total Industrial	$ 207,730	$ 215,300	$ 89,950	$ 91,000
Office:				
10 Brookline Place—Brookline, MA	$ 121,293	$ 126,000	$ 121,172	$121,172
100 Fifth Avenue—New York, NY	235,172	258,000	233,285	242,000
101 Arch Street—Boston, MA	147,881	143,000	144,468	129,000
1475 Dunwoody Drive—West Chester, PA	31,076	21,300	31,075	20,400
3150 Fairview Park—Falls Church, VA	90,530	90,000	90,530	104,000
Chevy Chase—Washington, DC	108,729	87,300	105,657	79,800
One Liberty Square—Boston, MA	54,896	65,000	54,350	55,800
Ricoh Building—Malvern, PA	31,385	25,400	30,403	23,500
Total Office	$ 820,962	$ 816,000	$ 810,940	$ 775,672
Residential:				
1000 Jefferson—Hoboken, NJ	$ 119,504	$ 129,500	$ 118,768	$ 123,000
44 Berry Street—Brooklyn, NY	27,688	43,700	27,644	41,500
Banyan Grove at Towne Square—Virginia Beach, VA	-	-	42,946	44,000
Broadway Knolls—Holbrook, NY	72,966	82,100	72,499	78,900
Columbia Town Center—Columbia, MD	109,950	135,000	107,694	133,000
Infinity Harbor Point—Stamford, CT	99,549	104,300	99,284	102,800
Katahdin Woods—Lexington, MA	34,004	34,900	32,573	33,100
Montclair Residences—Montclair, NJ	53,397	59,900	53,234	57,300
Parkway Lofts—Bloomfield, NJ	104,598	104,598	-	-
Printhouse Lofts—Brooklyn, NY	30,632	30,632	-	-
The Acadia at Metropolitan Park—Arlington, VA	118,408	140,000	64,727	72,100
The Gramercy at Metropolitan Park—Arlington, VA	202,578	189,000	201,969	193,000

Financial Statements

Clarion Lion Properties Fund
Combined Schedules of Investments (continued)
(In Thousands)

DECEMBER 31	2014		2013	
Real Estate Investments	**COST[1]**	**FAIR MARKET VALUE**	COST[1]	FAIR MARKET VALUE
East *(continued)*				
Residential (continued):				
The Metropolitan at Reston Town Center—Reston, VA	**$ 121,932**	**$ 121,000**	$ 121,565	$ 124,000
The Millennium at Metropolitan Park—Arlington, VA	**119,926**	**133,000**	119,623	140,300
Westbrooke Place—Washington, DC	**48,717**	**102,000**	47,118	98,400
Total Residential	**$1,263,849**	**$1,409,630**	$1,109,644	$1,241,400
Retail:				
Chevy Chase—Washington, DC	**$ 110,605**	**$ 93,400**	$ 107,145	$ 93,500
Dunkirk Gateway—Dunkirk, MD	**41,502**	**43,200**	41,379	40,200
Total Retail	**$ 152,107**	**$ 136,600**	$ 148,524	$ 133,700
Hotel:				
Chevy Chase—Washington, DC	**$ 90,391**	**$ 73,500**	$ 79,938	$ 64,000
Alexandria Monaco—Alexandria, VA	**111,999**	**94,900**	110,440	94,500
Morrison House—Alexandria, VA	**17,962**	**11,700**	17,801	12,900
Total Hotel	**$ 220,352**	**$ 180,100**	$ 208,179	$ 171,400
Midwest				
Industrial:				
140 North Mitchell Court—Addison, IL	**$ 13,652**	**$ 11,200**	$ 13,652	$ 12,700
900 Corporate Grove Drive—Buffalo Grove, IL	**6,429**	**5,500**	6,182	4,900
Capital Park South Distribution Center—Grove City, OH	**13,124**	**14,600**	13,123	13,600
Plainfield Park—Plainfield, IN	**12,696**	**15,500**	12,692	14,000
Plainfield Park II—Plainfield, IN	**11,105**	**12,600**	-	-
Princeton Distribution Center—Cincinnati, OH	**7,671**	**8,100**	7,671	7,700
West Chester Commerce Park—West Chester, OH	**8,437**	**9,800**	8,437	9,100
Total Industrial	**$ 73,114**	**$ 77,300**	$ 61,757	$ 62,000
Residential:				
Railway Plaza—Naperville, IL	**$ 75,472**	**$ 91,200**	$ 75,178	$ 83,500

Financial Statements

Clarion Lion Properties Fund
Combined Schedules of Investments (continued)
(In Thousands)

DECEMBER 31	2014		2013	
Real Estate Investments	**COST[1]**	**FAIR MARKET VALUE**	COST[1]	FAIR MARKET VALUE
Midwest *(continued)*				
Retail:				
600 North Michigan Avenue—Chicago, IL	**$ 128,055**	**$ 315,000**	$ 124,523	$ 271,000
Hotel:				
Hotel Allegro—Chicago, IL	**$ 121,299**	**$ 90,900**	$ 113,451	$ 83,100
South				
Industrial:				
3225 Meridian Parkway—Weston, FL	**$ 23,174**	**$ 23,400**	$ 23,100	$ 21,900
3245 Meridian Parkway—Weston, FL	**16,099**	**21,100**	16,016	19,000
Beltway Northwest—Houston, TX	**22,025**	**34,300**	21,422	31,900
Business Interiors—Irving, TX	**14,850**	**16,900**	14,742	14,600
Guhn Road Distribution Center—Houston, TX	**18,811**	**21,600**	18,811	20,500
Pioneer 360—Arlington, TX	**54,895**	**60,000**	54,261	56,250
Tri County Distribution Center—Schertz, TX	**10,999**	**13,200**	10,906	12,100
University Park Tech I & II—San Antonio, TX	**30,724**	**33,200**	30,349	32,200
Waters Ridge Distribution Center—Lewisville, TX	**15,414**	**18,400**	14,736	16,900
Total Industrial	**$ 206,991**	**$ 242,100**	$ 204,343	$ 225,350
Office:				
Conroe Medical—Conroe, TX	**$ 19,569**	**$ 17,600**	$ 18,850	$ 17,200
Gwinnett Medical—Lawrenceville, GA	**-**	**-**	18,202	10,500
Legacy Medical Village—Plano, TX	**32,573**	**35,600**	32,384	33,500
Mira Vista—Austin, TX	**40,784**	**41,400**	-	-
Ten West Corporate Center Two—Houston, TX	**45,379**	**62,900**	45,362	59,000
The Overlook—Austin, TX	**13,296**	**15,800**	-	-
University Park Tech III & IV—San Antonio,TX	**26,885**	**31,100**	-	-
Veritas Office Building—Houston, TX	**105,199**	**167,900**	75,185	126,700
Vero Medical Suites—Vero Beach, FL	**-**	**-**	11,523	10,900
Waterway Plaza I & II—The Woodlands, TX	**125,962**	**150,800**	125,108	128,200
Total Office	**$ 409,647**	**$ 523,100**	$ 326,614	$ 386,000
Residential:				
Lantana Ridge—Austin, TX	**45,612**	**51,000**	42,585	48,750
Platinum Southside—Austin, TX	**21,462**	**30,250**	21,398	29,500
Grand on Memorial—Houston, TX	**34,964**	**39,400**	33,024	33,024
Moda at North Bay Village—North Bay Village, FL	**65,680**	**76,800**	31,177	37,500
Total Residential	**$ 167,718**	**$ 197,450**	$ 128,184	$ 148,774

Financial Statements

Clarion Lion Properties Fund
Combined Schedules of Investments (continued)
(In Thousands)

DECEMBER 31	2014		2013	
Real Estate Investments	COST[1]	FAIR MARKET VALUE	COST[1]	FAIR MARKET VALUE
South *(continued)*				
Retail				
Victory Station—Savannah, GA	$ 24,264	$ 26,100	$ 24,183	$24,183
Water Tower Shoppes—Celebration, FL	24,456	30,800	24,418	28,400
Whole Foods at the Domain—Austin, TX	34,251	34,400	-	-
Total Retail	$ 82,971	$ 91,300	$ 48,601	$ 52,583
Land:				
Harvest Creek—Brandon, FL	$ 10,000	$ 10,500	$ 10,000	$ 10,500
West				
Industrial:				
16850 Heacock Street—Moreno Valley, CA	$ 46,707	$ 57,200	$ 46,707	$ 55,600
21st Street Business Center—Tempe, AZ	10,556	11,900	10,195	9,000
7400 Hazard—Westminster, CA	26,624	29,300	26,595	27,000
ASP Valencia—Santa Clarita, CA	16,484	17,600	16,440	16,800
Carmel Mountain—San Diego, CA	64,135	50,500	63,914	48,500
Chino International—Chino, CA	17,995	15,500	17,996	14,800
Cotton Center—Phoenix, AZ	28,893	24,200	28,746	26,000
Crossroads Corporate Center—Salt Lake City, UT	16,274	19,200	15,962	16,700
Durango Commerce Center—Phoenix, AZ	51,859	40,700	51,178	37,500
Eden Rock 10—Hayward, CA	25,805	34,700	23,309	26,800
Fifth Street Industrial—Phoenix, AZ	-	-	7,833	9,500
Geneva Industrial—Tempe, AZ	-	-	4,609	4,400
Knott Distribution Center—Buena Park, CA	25,441	53,500	24,836	51,300
Kyrene Commons—Tempe, AZ	9,479	12,200	9,103	10,300
La Palma Distribution Center—Anaheim, CA	12,541	14,300	12,541	14,000
Mile High 3—Denver, CO	12,194	19,100	-	-
Mile High Distribution Center—Denver, CO	47,656	56,800	47,472	53,600
Miraloma Distribution Center—Anaheim, CA	30,803	37,400	30,803	35,300
Northport—Fremont, CA	14,033	11,400	14,033	11,600
Pacific Coast Park II—Fife, WA	36,613	42,700	36,620	39,900
Patterson Pass Business Park—Tracy, CA	19,689	25,500	19,141	20,000
Redlands Distribution Center—Redlands, CA	48,743	65,500	44,319	49,400
Salt Lake Industrial Distribution Center—Salt Lake City, UT	5,071	6,500	5,096	5,800
Seattle Distribution Center—Seattle, WA	16,632	20,000	16,684	18,100
Siempre Viva Business Park—San Diego, CA	53,725	38,400	53,590	38,200
Sun Valley Industrial—Sun Valley, CA	10,917	13,200	10,917	12,900
Sycamore Collection—Riverside, CA	34,177	39,500	34,074	36,300
Turnbull Canyon Distribution Center—City of Industry, CA	11,320	16,700	10,985	15,200
Valencia Commerceplex—Valencia, CA	37,842	32,000	37,522	29,000
West 10 Business Center—Phoenix, AZ	6,968	7,390	6,916	6,200

Financial Statements

Clarion Lion Properties Fund
Combined Schedules of Investments (continued)
(In Thousands)

DECEMBER 31	2014		2013	
Real Estate Investments	**COST[1]**	**FAIR MARKET VALUE**	**COST[1]**	**FAIR MARKET VALUE**
West *(continued)*				
Industrial (continued):				
Whittier Industrial—Whittier, CA	$ 22,950	$ 30,800	$ 40,027	$ 43,300
Total Industrial	**$ 762,126**	**$ 843,690**	$ 768,163	$ 783,000
Office:				
60 Spear—San Francisco, CA	$ 107,061	$ 111,000	$ -	$ -
350 Rhode Island—San Francisco, CA	42,713	71,200	42,642	65,100
475 Brannan Street—San Francisco, CA	150,120	196,000	148,861	169,000
2901 Patrick Henry Drive—Santa Clara, CA	26,082	27,900	-	-
Arboretum Gateway—Santa Monica, CA	101,162	184,000	95,694	158,000
Arques Business Park—Sunnyvale, CA	27,344	28,400	27,265	27,265
El Dorado Medical—Tucson, AZ	43,338	38,300	43,298	40,200
Hillcrest Medical—San Diego, CA	13,918	9,900	13,837	9,600
One Del Mar—San Diego, CA	66,230	58,500	65,820	53,800
Progressive Insurance—Rancho Cordova, CA	41,466	29,300	41,466	29,500
Sand Hill Commons—Menlo Park, CA	147,535	240,000	145,178	196,000
Specialty Labs Office Building—Santa Clarita, CA	-	-	65,432	90,000
Valley Parkway Medical—Escondido, CA	30,771	23,400	30,214	23,600
Wood Hollow Office Park—Novato, CA	49,734	22,700	49,731	21,300
Total Office	**$ 847,474**	**$1,040,600**	$ 769,438	$ 883,365
Residential:				
Avignon Townhomes—Redmond, WA	$ 54,607	$ 110,000	$ 54,395	$ 94,500
Balboa Park—San Diego, CA	31,654	38,000	17,354	21,900
Buena Vida at Town Center—Rancho Santa Margarita, CA	22,170	25,100	22,077	22,600
Desert Club Apartments—Phoenix, AZ	67,744	83,100	66,802	80,400
Missions at Chino Hills—Chino Hills, CA	74,317	60,800	74,100	59,100
Oak View at Sonoma Hills—Rohnert Park, CA	37,122	44,700	36,957	40,000
Remington at Ladera Ranch—Ladera Ranch, CA	33,963	36,800	33,918	35,200
The Station at Riverfront Park—Denver, CO	67,147	67,800	-	-
Village on the Green—Rancho Cucamonga, CA	43,753	48,600	43,504	47,600
Total Residential	**$ 432,477**	**$ 514,900**	$ 349,107	$ 401,300
Retail:				
Park Place Shopping Center—Tukwila, WA	$ 45,811	$ 42,300	$ 45,811	$ 40,700
Promenade at Sacramento Gateway—Sacramento, CA	122,310	86,900	122,229	84,900
West Hollywood Gateway—Los Angeles, CA	78,602	118,000	78,132	110,000
Total Retail	**$ 246,723**	**$ 247,200**	$ 246,172	$ 235,600
Land:				
Mile High 4—Denver, CO	$ 1,534	$ 2,100	$ -	$ -
Total Real Estate Investments	**$6,230,601**	**$7,044,970**	$5,592,768	$6,039,244
Total Real Estate Investments as a Percentage of Total Assets		**90.06%**		88.14%

Financial Statements

Clarion Lion Properties Fund
Combined Schedules of Investments (continued)
(In Thousands)

DECEMBER 31	2014		2013	
	COST[1]	FAIR MARKET VALUE	COST[1]	FAIR MARKET VALUE
Investment in Non-Consolidated Joint Ventures and Other Investments				
Lion ES	$ 4,909	$ 4,909	$ 174,805	$ 136,547
Central Park	40,442	40,250	39,277	37,245
11 East 44th	23,230	20,886	22,374	17,939
Federal	108,405	101,906	106,938	101,002
Marketplace at the Outlets[2]	99,176	99,176	-	-
Palm Beach Outlets[2]	112,054	112,054	-	-
Panattoni	-	-	3,948	3,583
Ramco	53,012	48,942	52,098	45,607
Selby	6,107	11,435	6,029	10,873
Taconic	150,379	149,569	143,686	137,391
Village	54,743	51,586	28,216	20,747
Total Investment in Non-Consolidated Joint Ventures and Other Investments	**$ 652,457**	**$ 640,713**	$ 577,371	$ 510,934
Total Investment in Non-Consolidated Joint Ventures and Other Investments as a Percentage of Total Assets		**8.19%**		7.46%
Total Real Estate and Non-Consolidated Joint Venture Investments and Other Investments	**$6,883,058**	**$7,685,683**	$6,170,139	$6,550,178

[1]Investments at cost represent purchase price and subsequent capital additions for real estate investments. Investments at cost in non-consolidated joint ventures represent the Fund's contributions, distributions and allocated shares of equity income (loss) from such joint ventures.
[2]Loan receivable classified as other investments.

See accompanying notes.

Financial Statements

Clarion Lion Properties Fund
Combined Schedules of Investments (continued)
(In Thousands)

DECEMBER 31, 2014	INVESTMENTS AT COST[1]	PERCENTAGE OF PORTFOLIO	INVESTMENTS AT FMV	PERCENTAGE OF PORTFOLIO
Geographic[2]				
East	**$2,947,603**	**42.8%**	**$3,030,553**	**39.4%**
Midwest	**417,540**	**6.1**	**588,991**	**7.7**
South	**1,123,933**	**16.3**	**1,311,865**	**17.1**
West	**2,393,982**	**34.8**	**2,754,274**	**35.8**
Total	**$6,883,058**	**100.0%**	**$7,685,683**	**100.0%**
Property Type[2]				
Industrial	**$1,249,960**	**18.1%**	**$1,378,390**	**17.8%**
Office	**2,141,755**	**31.1**	**2,440,836**	**31.8**
Residential	**2,096,002**	**30.5**	**2,374,184**	**30.9**
Retail	**1,037,247**	**15.1**	**1,203,764**	**15.7**
Hotel	**346,560**	**5.0**	**275,909**	**3.6**
Other[3]	**11,534**	**0.2**	**12,600**	**0.2**
Total	**$6,883,058**	**100.0%**	**$7,685,683**	**100.0%**

DECEMBER 31, 2013	INVESTMENTS AT COST[1]	PERCENTAGE OF PORTFOLIO	INVESTMENTS AT FMV	PERCENTAGE OF PORTFOLIO
Geographic[2]				
East	$2,660,407	43.1%	$2,685,139	41.1%
Midwest	414,007	6.7	526,887	8.0
South	800,892	13.0	892,527	13.6
West	2,294,833	37.2	2,445,625	37.3
Total	$6,170,139	100.0%	$6,550,178	100.0%
Property Type[2]				
Industrial	$1,124,212	18.2%	$1,161,350	17.7%
Office	1,968,643	32.0	2,100,221	32.1
Residential	1,811,828	29.4	2,023,238	30.9
Retail	755,073	12.2	860,239	13.1
Hotel	496,435	8.0	391,047	6.0
Other[3]	13,948	0.2	14,083	0.2
Total	$6,170,139	100.0%	$6,550,178	100.0%

[1]Investments at cost represent purchase price and subsequent capital additions for real estate investments. Investments at cost in non-consolidated joint ventures represent the Fund's contributions, distributions and allocated shares of equity income (loss) from such joint ventures. Investments at cost in other investments represent the outstanding principal on the Fund's loan receivables.
[2]Includes equity investment in non-consolidated joint ventures and other investments.
[3]Other includes land.

See accompanying notes.

Financial Statements

Clarion Lion Properties Fund
Combined Statements of Operations
(In Thousands)

YEAR ENDED DECEMBER 31	2014	2013
Revenues		
Rental revenue	**$ 437,369**	$ 399,901
Hotel revenue	**69,120**	71,996
Interest income	**1,078**	656
Other revenue	**20,255**	17,322
Total revenues	**527,822**	489,875
Expenses		
Real estate operating expenses	**76,371**	69,372
Real estate taxes and insurance	**68,272**	62,098
Hotel expenses	**55,287**	56,695
Other expenses	**13,643**	12,300
Total expenses	**213,573**	200,465
Net operating income	**314,249**	289,410
Equity income from non-consolidated joint ventures	**31,044**	35,643
Interest expense and other financing costs	**(101,072)**	(92,944)
Net investment income	**244,221**	232,109
Loss on sale of real estate investments	**(1,873)**	(11,225)
Loss on sale of non-consolidated joint venture investments	**(18,872)**	(7,761)
Unrealized appreciation on real estate investments	**383,299**	362,821
Unrealized appreciation (depreciation) on non-consolidated joint venture investments	**20,070**	(16,532)
Unrealized appreciation on mortgage and senior notes payable	**25,195**	26,790
Income from operations	**652,040**	586,202
Portion attributable to non-controlling interests	**4,359**	(4,076)
Net income attributable to Clarion Lion Properties Fund	**$ 656,399**	$ 582,126

See accompanying notes.

Clarion Lion Properties Fund
Combined Statements of Changes in Equity
(In Thousands)

YEARS ENDED DECEMBER 31, 2014 AND 2013	CLARION LION PROPERTIES FUND	NON-CONTROLLING INTERESTS	TOTAL
Total equity at December 31, 2012	$ 4,378,683	$ 7,745	$ 4,386,428
Capital contributions	658,172	62	658,234
Distributions and redemptions	(767,832)	(4,661)	(772,493)
Net income	582,126	4,076	586,202
Total equity at December 31, 2013	4,851,149	7,222	4,858,371
Capital contributions	**485,126**	**61**	**485,187**
Distributions and redemptions	**(594,258)**	**(56)**	**(594,314)**
Net income (loss)	**656,399**	**(4,359)**	**652,040**
Total equity at December 31, 2014	**$ 5,398,416**	**$ 2,868**	**$ 5,401,284**

See accompanying notes.

Financial Statements

Clarion Lion Properties Fund
Combined Statements of Cash Flows
(In Thousands)

YEAR ENDED DECEMBER 31	2014	2013
Operating activities		
Income from operations	**$652,040**	$586,202
Adjustments to reconcile income from operations to net cash provided by operating activities:		
Equity income from non-consolidated joint ventures	**(31,044)**	(35,643)
Unrealized appreciation on real estate investments	**(383,299)**	(362,821)
Unrealized (appreciation) depreciation on non-consolidated joint venture investments	**(20,070)**	16,532
Unrealized appreciation on mortgage and senior notes payable	**(25,195)**	(26,790)
Loss on sale of real estate investments	**1,873**	11,225
Loss on sale of non-consolidated joint venture investments	**18,872**	7,761
Distribution of earnings from non-consolidated joint ventures	**18,585**	19,619
Change in operating assets and liabilities:		
Increase in rents and other receivables, net of allowance for doubtful accounts	**(517)**	(431)
(Increase) decrease in prepaid expenses and other assets	**(1,119)**	6,095
Decrease (increase) in restricted cash	**2,402**	(3,430)
Increase (decrease) in accounts payable and accrued expenses	**10,614**	(2,073)
(Decrease) increase in other liabilities	**(1,349)**	32,598
Net cash provided by operating activities	**241,793**	248,844
Investing activities		
Issuance of notes receivable	**(7,389)**	(393)
Proceeds from sale of real estate investments, net	**181,930**	531,601
Proceeds from sale of non-consolidated joint venture investments, net	**134,923**	170,444
Purchase of real estate investments	**(520,396)**	(784,574)
Purchase of other investments	**(211,230)**	-
Capital expenditures	**(216,373)**	(97,430)
Contributions to non-consolidated joint ventures	**(43,460)**	(2,612)
Net cash used in investing activities	**(681,995)**	(182,964)

See accompanying notes.

Financial Statements

Clarion Lion Properties Fund
Combined Statements of Cash Flows (continued)
(In Thousands)

YEAR ENDED DECEMBER 31	2014	2013
Financing activities		
Principal proceeds on mortgage and senior notes payable	**485,000**	-
Principal payments on mortgage and senior notes payable	**(258,273)**	(22,349)
Proceeds from credit facility	**205,000**	-
Contributions—non-controlling interests	**61**	62
Distributions —non-controlling interests	**(56)**	-
Capital contributions	**457,321**	658,172
Distributions and redemptions	**(621,981)**	(620,094)
Net cash provided by financing activities	**267,072**	15,791
(Decrease) increase in cash	**(173,130)**	81,671
Cash and cash equivalents at the beginning of the year	**244,096**	162,425
Cash and cash equivalents at end of the year	**$ 70,966**	$ 244,096
Non-cash investing and financing activities		
Distributions and redemptions payable	**$ 184,313**	$ 212,036
Capital contributions received in advance	**$ 5,320**	$ 33,125
Consolidation of non-consolidated joint venture real estate to wholly owned real estate	**$ (2,790)**	$ -
Consolidation of non-consolidated joint venture rents and other investments to wholly owned rents and other receivables	**$ (950)**	$ -
Consolidation of joint venture other liabilities to wholly owned other liabilities	**$ 95**	$ -
Conversion of note receivable to additional interest in consolidated joint venture	**$ -**	$ 4,661
Assumption of mortgage notes payable	**$ 49,552**	$ -
Accrued capital expenditures	**$ 36,829**	$ 19,710
Supplemental disclosure		
Cash paid for interest	**$ 96,863**	$ 93,076

See accompanying notes.

Notes to Combined Financial Statements

December 31, 2014

1. BUSINESS AND ORGANIZATION

ING/Clarion Fund, LLC was formed on November 17, 1999, with Nationale-Nederlanden Intervest II B.V. (NNI) as the sole member. Effective April 1, 2000, (the Commencement Date), ING/Clarion Fund, LLC changed its name to Clarion Lion Properties Fund, LLC (the LLC). Pursuant to the Limited Partnership Agreement (the Agreement) dated October 1, 2011, the LLC converted into a Delaware limited partnership named Clarion Lion Properties Fund, LP (the LP). On November 30, 2011, all remaining interests of NNI were purchased by existing limited partners of the LP.

Limited partners generally subscribe for interests in the LP by contributing capital directly to the LP. Investors, in limited circumstances, may also invest through other legal entities, including Clarion Lion Properties Fund Holdings REIT, LLC (the CLPF REIT) and Clarion Lion Properties Fund Holdings, L.P. (the Operating Partnership).

Clarion Lion Properties Fund represents the combined interests of investors in the LP, the CLPF REIT and the Operating Partnership (collectively or individually, Clarion Lion Properties Fund or the Fund). The Fund engages in the business of acquiring, owning, holding for investment and investing in or engaging in activities related to investments in real estate assets.

Profits and losses are allocated among the investors in accordance with their respective percentage interests in the Fund. Net operating cash flow of the Fund may be distributed to the investors in accordance with their respective percentage interests in the Fund, at the discretion of Clarion Partners LPF GP, LLC, a Delaware limited liability company and the general partner of the LP (the General Partner) and Clarion Partners, LLC, a New York limited liability company, the sole member of the General Partner and the manager of the LP (Clarion or Manager).

The term of the Fund is indefinite and may be terminated upon the occurrence of certain events as defined in the Agreement.

The Fund has 221 investors as of December 31, 2014.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

BASIS OF PRESENTATION
The accompanying combined financial statements have been prepared in accordance with the FASB Accounting Standards Codification (ASC), the authoritative reference for U.S. generally accepted accounting principles (GAAP) and include the accounts of each of the wholly owned title holding companies owning real estate investments and majority owned or controlled real estate entities. All significant intercompany balances and transactions are eliminated in consolidation.

INVESTMENTS IN JOINT VENTURES
The Fund accounts for its investments in joint ventures where it does not have a controlling interest under the equity method of accounting. Accordingly, the Fund reports its share of net income (losses) from its investment in non-consolidated joint ventures in the accompanying combined financial statements.

USE OF ESTIMATES
The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

RENTAL OPERATIONS
The real estate investments earn rental income from commercial tenants under leasing arrangements that are accounted for as operating leases. These leases generally provide for minimum rents and escalation charges to tenants for their pro rata share of real estate taxes and operating expenses. Rental income, including fixed rents that vary over the term of the lease, is recorded as earned under the terms of the related agreements and not on a straight-line basis, since the impact of increases in fixed rents is considered in determining the estimated current value of the properties.

Revenue from rental of residential units is recognized as earned over the terms of the leases, which are generally one year.

HOTEL OPERATIONS
Hotel room revenue and other hotel revenues are recognized when earned.

INCOME TAXES
The CLPF REIT has made an election to be taxed as a real estate investment trust (REIT) under Sections 856 through 860 of the Internal Revenue Code of 1986, as amended. In general, a corporation that distributes at least 90% of its REIT taxable income to its members in any taxable year, and complies with certain other requirements (i.e., sources of its revenues) is not subject to federal income taxation to the extent of the income which it distributes. If it fails to qualify as a REIT in any taxable year, it will be subject to federal income tax at regular corporate rates on its taxable income. Even if it qualifies for taxation as a REIT, it may be subject to certain state and local taxes on its income and property and to federal income and excise taxes on its undistributed income, as noted above. The CLPF REIT met the qualifications for REIT status for the years ended December 31, 2014 and 2013. Additionally, CLPF REIT distributed 100% of taxable income in both years, and as a result did not owe any federal income tax or undistributed earnings excise tax. Accordingly, no provision has been made for federal income taxes for the years ended December 31, 2014 and 2013.

The Fund also has a number of taxable REIT subsidiaries (TRS). The Fund, CLPF REIT and TRS incurred federal and state taxes in the aggregate of approximately $1.4 million for the years ended December 31, 2014 and 2013. Such amounts are included in other expenses in the accompanying combined statements of operations. Under ASC 740-10, *Income Taxes*, deferred tax assets and liabilities are recognized for temporary differences between the carrying amounts of assets and liabilities for financial statement reporting purposes and the amounts used for income tax purposes. A valuation allowance is recognized if it is more-likely-than-not that some portion of the deferred asset will not be realized. At December 31, 2014, the deferred tax liability was approximately $0.3 million.

If applicable, the Fund will recognize interest and penalties related to the underpayment of income taxes as a component of income tax expense. The Fund is not currently under examination by a taxing authority. The statute of limitations for examination for the Fund's major tax jurisdictions remains open for tax years 2011 through 2014.

ASC 740-10 also provides guidance for how uncertain tax positions should be recognized, measured, presented and disclosed in the financial statements.

Notes to Combined Financial Statements

The Fund has elected the fair value option for all of its mortgage and senior notes payable to better align the measurement attributes of both the assets and liabilities while providing investors with a more meaningful indication of the fair value of the Fund's net asset value.

The following is a description of the valuation techniques used for assets and liabilities measured at fair value:

REAL ESTATE INVESTMENTS
The values of real estate investments have been prepared giving consideration to the income, cost and sales comparison approaches of estimating property value. The income approach estimates an income stream for a property (typically 10 years) and discounts this income plus a reversion (presumed sale) into a present value at a risk adjusted rate. Yield rates and growth assumptions utilized in this approach are derived from market transactions as well as other financial and industry data. The cost approach estimates the replacement cost of the building less physical depreciation plus the land value. Generally, this approach provides a check on the value derived using the income approach. The sales comparison approach compares recent transactions to the appraised property. Adjustments are made for dissimilarities which typically provide a range of value. The income approach and, in limited situations, the sales comparison approach were used to value approximately 100% of the Fund's real estate investments for the years ended December 31, 2014 and 2013. The discount rate and the exit capitalization rate are significant inputs to these valuations. These rates are based on the location, type and nature of each property, and current and anticipated market conditions.

Many factors are also considered in the determination of fair value including, but not limited to, the operating cash flows and financial performance of the properties, property types and geographic locations, the physical condition of the asset, prevailing market capitalization rates, prevailing market discount rates, general economic conditions, economic conditions specific to the market in which the assets are located, and any specific rights or terms associated with the investment. Because of the inherent uncertainties of valuation, the values reflected in the combined financial statements may materially differ from the values that would be determined by negotiations held between parties in a sale transaction.

For each calendar year, the Fund follows a valuation policy whereby investment values are determined quarterly by one self-contained appraisal report and three limited restricted appraisals, in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP). The limited restricted appraisals include less documentation, but nevertheless meet the minimum requirements of the Appraisal Standards Board and the Appraisal Foundation and are considered appraisals. In these appraisals, a full discounted cash flow analysis, which is the basis of an income approach, is the primary focus. For new Fund acquisitions, a self-contained appraisal report will be completed to determine the fair market value at the end of the first full calendar quarter following the acquisition.

Since appraisals consider the estimated effect of physical depreciation, historical cost depreciation and amortization on real estate related assets have been excluded from net investment income.

During 2014 and 2013, all appraisals for the Fund were prepared by independent external appraisers. The external appraisals are reviewed by an external appraisal management firm and reviewed and approved by senior management quarterly. All appraisal reports and appraisal reviews comply with the currently published USPAP, as promulgated by the Appraisal Foundation. The Fund's real estate investments are generally classified within Level 3 of the valuation hierarchy.

INVESTMENTS IN NON-CONSOLIDATED JOINT VENTURES
Investments in non-consolidated joint ventures are stated at the fair value of the Fund's ownership interest in the underlying entities. The Fund's ownership interests are valued based on the fair value of the underlying real estate and any related mortgage loans payable using the same techniques as described within this Note, updated and approved by management on a quarterly basis. Any other factors, such as ownership percentage, ownership rights, buy/sell agreements, distribution provisions, and capital call obligations are also considered. Upon the disposition of all investments in joint ventures by an investee entity, the Fund will continue to state its equity in the remaining net assets of the investee entity during the wind down period, if any that occurs prior to the dissolution of the investee entity. The Fund's investments in non-consolidated joint ventures are generally classified within Level 3 of the valuation hierarchy.

NOTES RECEIVABLE AND OTHER INVESTMENTS
The fair value of notes receivable and other investments held by the Fund have been determined by giving consideration to the value of the underlying collateral and interest rate, which are updated quarterly by personnel responsible for the management of each investment and reviewed by senior management at each reporting period. The fair value of the notes approximates the principal amount outstanding plus accrued interest. The Fund's notes receivable are classified within Level 3 of the valuation hierarchy.

MORTGAGE AND SENIOR NOTES PAYABLE
At December 31, 2013, the fair values of mortgage and senior notes payable are determined by discounting the future contractual cash flows to the present value using a current market interest rate, which is updated quarterly by personnel responsible for the management of each investment and reviewed by senior management at each reporting period. The market rate is determined by giving consideration to one or more of the following criteria as appropriate: (i) interest rates for loans of comparable quality and maturity, (ii) the value of the underlying collateral, and (iii) the prevailing state of the debt markets. The Fund's mortgage and senior notes payable are generally classified within Level 3 of the valuation hierarchy. The significant unobservable inputs used in the fair value measurement of the Fund's mortgage notes payable are the selection of certain credit spreads and the loan to value ratios. The significant unobservable inputs used in the fair value measurement of the Fund's senior notes payable are the selection of certain credit spreads.

In the fourth quarter of 2014, the Fund outsourced its debt valuations to an independent third party service provider and also modified its debt valuation methodology. The modified method, which is consistent with ASC 820, focuses on transactions between market participants using an investor's cost of equity capital based on current market conditions.

At December 31, 2014, the fair values of mortgage and senior notes payable are determined by discounting the difference between the contractual loan payments and estimated market loan payments at an equity discount rate based on asset appraisals that reflect how a typical third-party investor would value the cash flows. Market loan payments are derived from overall market lending rates, debt origination and assumption transactions in the market, and property specific factors, including loan to value and cap rate changes. The Fund's mortgage and senior notes payable are generally classified within Level 3 of the valuation hierarchy. The significant unobservable inputs used in the fair value measurement of the Fund's mortgage notes payable are the selection of certain credit spreads and the loan to value ratios. The significant unobservable inputs used in the fair value measurement of the Fund's senior notes payable are the selection of certain credit spreads.

OTHER
Other assets and liabilities are valued at cost or face amount, since these are the amounts at which they are anticipated to be realized or liquidated.

Notes to Combined Financial Statements

ASC 740-10 requires the evaluation of tax positions taken or expected to be taken in the course of preparing the Fund's tax returns to determine whether the tax positions are more-likely-than-not of being sustained upon examination by the applicable tax authority, based on the technical merits of the tax position, and then recognizing the tax benefit that is more-likely-than-not to be realized. Tax positions not deemed to meet the more-likely-than-not threshold would be recorded as a tax expense in the current reporting period. Management believes any such position would be immaterial to the combined financial statements.

CASH AND CASH EQUIVALENTS
For purposes of reporting cash flows, cash and cash equivalents include cash on-hand, demand deposits, and certain investments with maturities of three months or less when purchased.

RESTRICTED CASH
At December 31, 2014 and 2013, restricted cash consisted of escrows for tenant security deposits, as well as real estate tax, insurance, loan, and capital escrows.

CONCENTRATION OF CREDIT RISK
Financial instruments that potentially subject the Fund to concentrations of credit risk consist primarily of cash and cash equivalents in excess of amounts insured by the Federal Deposit Insurance Corporation (FDIC). The Fund places its cash and cash equivalents with high quality financial institutions.

ACQUISITION, DEVELOPMENT AND CONSTRUCTION (ADC) ARRANGEMENTS
The Fund evaluates loans receivable where the Fund participates in the residual profits through loan provisions or other contracts to ascertain whether the Fund has the same risks and rewards as an owner or a joint venture partner. Where the Fund concludes that such arrangements are more appropriately treated as an investment in real estate, the Fund reflects such loan receivable as an other investment in the combined statements of assets, liabilities and equity.

RECLASSIFICATION OF PRIOR YEAR PRESENTATION
Certain December 31, 2013 amounts in the combined statements of cash flows have been reclassified to conform to the December 31, 2014 presentation. Such reclassifications have no effect on previously reported net income or partners' equity.

3. RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

In June 2013, the FASB issued amended guidance that clarifies the scope, measurement and disclosure requirements for investment companies under US GAAP. The amended guidance requires an entity to have certain fundamental characteristics and to consider other typical characteristics to qualify as an investment company. The amended guidance requires an investment company to measure non-controlling ownership interests in other investment companies at fair value rather than using the equity method of accounting. The guidance also requires new disclosures about an entity's status or changes in status as investment company and application of the guidance in ASC 946, *Financial Services - Investment Companies*, as well as information about financial support provided or contractually required to be provided by an investment company to any of its investees. The amended guidance was effective for annual periods beginning after December 15, 2013. Management evaluated the guidance in ASC 946 and determined the Fund continues to qualify as an investment company.

In February 2015, the FASB issued Accounting Standards Update No. 2015-02 (ASU 2015-02), *Consolidations (Topic 810) - Amendments to the Consolidation Analysis*, which makes amendments to the current consolidation guidance, including introducing a separate consolidation analysis specific to limited partnerships and other similar entities. Under this analysis, limited partnerships and other similar entities will be considered a variable-interest entity unless the limited partners hold substantive kick-out rights or participating rights. ASU 2015-02 is effective for annual periods ending on or after December 15, 2016. Early adoption is permitted. Management is currently evaluating the impact of adopting this new accounting standards update on the Fund's combined financial statements.

4. FAIR VALUE MEASUREMENTS

ASC 820-10, *Fair Value Measurements and Disclosures*, clarifies the definition of fair value for financial reporting, establishes a framework for measuring fair value, and expands disclosures about fair value measurements. ASC 820-10 emphasizes that fair value is a market-based measurement, not an entity-specific measurement. Therefore, a fair value measurement should be determined based on the assumptions that market participants would use in pricing an asset or liability.

The statement establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable input be used when available. Observable inputs are inputs that the market participants would use in pricing the asset or liability based on market data obtained from sources independent of the Fund.

Unobservable inputs are inputs that reflect the Fund's assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances. The hierarchy is measured in three levels based on the reliability of inputs:

Level 1—Valuation based on quoted prices in active markets for identical assets or liabilities that the Fund has the ability to access. Valuation adjustment and block discounts are not applied to Level 1 instruments.

Level 2—Valuations based on quoted prices in less active, dealer or broker markets. Fair values are primarily obtained from third party pricing services for identical or comparable assets or liabilities.

Level 3—Valuations derived from other valuation methodologies, including pricing models, discounted cash flow models and similar techniques, and not based on market, exchange, dealer, or broker-traded transactions. Level 3 valuations incorporate certain assumptions and projections that are not observable in the market and require significant professional judgment in determining the fair value assigned to such assets or liabilities.

In instances where the determination of the fair value measurement is based on inputs from different levels of the fair value hierarchy, the level in the fair value hierarchy within which the entire fair value measurement falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

ASC 825, *Financial Instruments*, provides entities with a one-time irrevocable option to fair value eligible assets and liabilities and requires both qualitative and quantitative disclosures to those for which an election is made. Unrealized gains and losses on items for which the fair value option has been elected are reported in earnings.

Notes to Combined Financial Statements

The following are the major categories of assets and liabilities measured at fair value on a recurring basis during the year ended December 31, 2014:

(In Thousands)

DESCRIPTION	LEVEL 1: QUOTED PRICES IN ACTIVE MARKETS FOR IDENTICAL ASSETS	LEVEL 2: SIGNIFICANT OTHER OBSERVABLE INPUTS	LEVEL 3: SIGNIFICANT UNOBSERVABLE INPUTS	TOTAL
Real estate investments	$ —	$ —	$7,044,970	$7,044,970
Investment in non-consolidated joint ventures and other investments	—	—	640,713	640,713
Notes receivable	—	—	17,373	17,373
Total investments and notes receivable	$ —	$ —	$7,703,056	$7,703,056
Mortgage notes payable	$ —	$ —	$ 634,906	$ 634,906
Senior notes payable	—	—	1,277,165	1,277,165
Total mortgage and senior notes payable	$ —	$ —	$1,912,071	$1,912,071

The following is a reconciliation of the beginning and ending balances for assets and liabilities measured at fair value on a recurring basis using significant unobservable inputs (Level 3) during the year ended December 31, 2014:

(In Thousands)

	REAL ESTATE INVESTMENTS	INVESTMENT IN NON-CONSOLIDATED JOINT VENTURES AND OTHER INVESTMENTS	NOTES RECEIVABLE	TOTAL LEVEL 3 INVESTMENTS AND NOTES RECEIVABLE	MORTGAGE NOTES PAYABLE	SENIOR NOTES PAYABLE	TOTAL LEVEL 3 MORTGAGE AND SENIOR NOTES PAYABLE
Beginning balance—January 1, 2014	$6,039,244	$510,934	$9,984	$6,560,162	$661,400	$999,587	$1,660,987
Total realized and unrealized gains and losses included in net income	381,426	1,198	—	382,624	(2,773)	(22,422)	(25,195)
Purchases, sales, issuances, and settlements:							
Purchases	520,396	211,230	—	731,626	—	—	—
Sales	(181,930)	(134,923)	—	(316,853)	—	—	—
Issuances	—	—	7,389	7,389	185,000	300,000	485,000
Settlements	—	—	—	—	(258,273)	—	(258,273)
Capital expenditures	233,492	—	—	233,492	—	—	—
Consolidation of non-consolidated joint venture property to wholly owned property	2,790	(3,645)	—	(855)	—	—	—
Non-consolidated joint venture contributions	—	43,460	—	43,460	—	—	—
Non-consolidated joint venture distributions	—	(18,585)	—	(18,585)	—	—	—
Assumption of mortgage note payable	49,552	—	—	49,552	49,552	—	49,552
Equity income from non-consolidated joint ventures included in net income	—	31,044	—	31,044	—	—	—
Ending balance—December 31, 2014	$7,044,970	$640,713	$17,373	$7,703,056	$634,906	$1,277,165	$1,912,071

Notes to Combined Financial Statements

Total unrealized gains of $383,299 for 2014 included above are attributable to real estate investments held at December 31, 2014, and are included in unrealized appreciation on real estate investments in the accompanying combined statements of operations. Total realized losses of $1,873 for 2014 included above are attributable to real estate investments sold during the year ended December 31, 2014 and are included in loss on sale of real estate investments in the accompanying combined statements of operations. Included as part of total realized losses recognized is the reversal of cumulative unrealized gains as of December 31, 2013 of $15,405.

Total unrealized gains of $20,070 for 2014 included above are attributable to non-consolidated joint venture investments held at December 31, 2014, and are included in unrealized appreciation on non-consolidated joint venture investments in the accompanying combined statements of operations. Total realized losses of $18,872 for 2014 included above are attributed to non-consolidated joint venture investments sold during the year ended December 31, 2014 and are included in loss on sale of non-consolidated joint venture investments. Included as part of total realized losses recognized is the reversal of cumulative unrealized losses as of December 31, 2013 of $34,217.

Total unrealized gains of $2,773 and $22,422 for 2014 included above are attributable to mortgage and senior notes payable, respectively, held at December 31, 2014, and are included in unrealized appreciation on mortgage and senior notes payable in the accompanying combined statements of operations.

The following table shows quantitative information about significant unobservable inputs related to the Level 3 fair value measurements used at December 31, 2014:

(In Thousands)

REAL ESTATE INVESTMENTS	FAIR VALUE	VALUATION TECHNIQUE(S)	UNOBSERVABLE INPUTS	RANGES (WEIGHTED AVERAGE)
Industrial	**$1,378,390**	Discounted cash flows Direct capitalization analysis	Discount rate Exit capitalization rate	6.00%-8.50% (7.15%) 5.50%-8.00% (6.37%)
Office	**2,379,700**	Discounted cash flows Direct capitalization analysis	Discount rate Exit capitalization rate	6.25%-9.00% (7.09%) 5.50%-8.00% (6.30%)
Residential	**2,213,180**	Discounted cash flows Direct capitalization analysis	Discount rate Exit capitalization rate	6.25%-7.75% (6.79%) 4.75%-6.00% (5.43%)
Retail	**790,100**	Discounted cash flows Direct capitalization analysis	Discount rate Exit capitalization rate	5.75%-7.50% (6.74%) 5.00%-6.50% (5.76%)
Hotel	**271,000**	Discounted cash flows Direct capitalization analysis	Discount rate Exit capitalization rate	9.14%-9.50% (9.37%) 7.50%-8.00% (7.78%)
Land	**12,600**	Sales comparison approach	Price per square foot	$3.00-$5.18 per square foot
Total Real Estate Investments	**$7,044,970**			

Notes to Combined Financial Statements

The following table shows quantitative information about significant unobservable inputs related to the Level 3 fair value measurements used at December 31, 2014:

(In Thousands)

INVESTMENT IN NON-CONSOLIDATED JOINT VENTURES	FAIR VALUE	VALUATION TECHNIQUE(S)	UNOBSERVABLE INPUTS	RANGES (WEIGHTED AVERAGE)
Office:				
Properties	$ 98,579	Discounted cash flows Direct capitalization analysis	Discount rate Exit capitalization rate	6.25%–7.00% (6.71%) 5.25%–6.25% (5.86%)
Mortgage notes payable	41,755	Net present value	Credit spreads Loan to value ratio	1.45%–4.95% (2.99%) 39.02%–47.54% (42.76%)
Other[1]	4,312			
Total Office	$ 61,136			
Residential:				
Properties	$167,761	Discounted cash flows Direct capitalization analysis	Discount rate Exit capitalization rate	6.50%–7.75% (7.59%) 5.00%–5.75% (5.65%)
Mortgage notes payable	10,782	Net present value	Credit spreads Loan to value ratio	2.20% (2.20%) 49.10% (49.10%)
Other[1]	4,026			
Total Residential	$161,005			
Retail:				
Properties	$245,683	Discounted cash flows Direct capitalization analysis	Discount rate Exit capitalization rate	7.00%–10.75% (7.89%) 6.50%–9.25% (7.16%)
Mortgage notes payable	45,411	Net present value	Credit spreads Loan to value ratio	4.24%–4.72% (4.40%) 52.14%–59.95% (54.13%)
Other[1]	2,161			
Total Retail	$202,433			
Hotel:				
Other[1]	$ 4,909			
Total Hotel	$ 4,909			
Total Investment in Non-Consolidated Joint Ventures	$429,483			

[1]Other represents the Fund's share of the net assets in the non-consolidated joint ventures, carried at cost which approximates fair value.

Notes to Combined Financial Statements

The following table shows quantitative information about significant unobservable inputs related to the Level 3 fair value measurements used at December 31, 2014:

(In Thousands)

OTHER INVESTMENTS	FAIR VALUE	VALUATION TECHNIQUE(S)	UNOBSERVABLE INPUTS	RANGES (WEIGHTED AVERAGE)
Other Investments-Retail	$ 211,230	Outstanding principal amount plus accrued interest	Interest rate	4.75%-6.00% (5.41%)

(In Thousands)

NOTES RECEIVABLE	FAIR VALUE	VALUATION TECHNIQUE(S)	UNOBSERVABLE INPUTS	RANGES (WEIGHTED AVERAGE)
Notes Receivable	$ 17,373	Outstanding principal amount plus accrued interest	Interest rate	4.00%-4.50% (4.31%)

(In Thousands)

MORTGAGE NOTES PAYABLE	FAIR VALUE	VALUATION TECHNIQUE(S)	UNOBSERVABLE INPUTS	RANGES (WEIGHTED AVERAGE)
Industrial	$ 240,499	Net present value	Credit spreads Loan to value ratio	1.68%-3.96% (1.94%) 29.64%-57.92% (46.71%)
Office	88,568	Net present value	Credit spreads Loan to value ratio	3.38%-5.30% (4.44%) 13.19%-71.58% (41.49%)
Residential	305,839	Net present value	Credit spreads Loan to value ratio	2.70%-3.11% (2.93%) 29.49%-39.15% (35.32%)
Total Mortgage Notes Payable	$ 634,906			

(In Thousands)

SENIOR NOTES PAYABLE	FAIR VALUE	VALUATION TECHNIQUE(S)	UNOBSERVABLE INPUTS	RANGES (WEIGHTED AVERAGE)
Senior Notes Payable	$1,277,165	Net present value	Credit spreads	1.70%-4.33% (3.32%)

The following are the major categories of assets and liabilities measured at fair value on a recurring basis during the year ended December 31, 2013:

(In Thousands)

DESCRIPTION	LEVEL 1: QUOTED PRICES IN ACTIVE MARKETS FOR IDENTICAL ASSETS	LEVEL 2: SIGNIFICANT OTHER OBSERVABLE INPUTS	LEVEL 3: SIGNIFICANT UNOBSERVABLE INPUTS	TOTAL
Real estate investments	$ —	$ —	$ 6,039,244	$ 6,039,244
Investment in non-consolidated joint ventures	—	—	510,934	510,934
Notes receivable	—	—	9,984	9,984
Total investments and notes receivable	$ —	$ —	$ 6,560,162	$ 6,560,162
Mortgage notes payable	$ —	$ —	$ 661,400	$ 661,400
Senior notes payable	—	—	999,587	999,587
Total mortgage and senior notes payable	$ —	$ —	$ 1,660,987	$ 1,660,987

Notes to Combined Financial Statements

The following is a reconciliation of the beginning and ending balances for assets and liabilities measured at fair value on a recurring basis using significant unobservable inputs (Level 3) during the year ended December 31, 2013:

(In Thousands)

	REAL ESTATE INVESTMENTS	INVESTMENT IN NON-CONSOLIDATED JOINT VENTURES	NOTES RECEIVABLE	TOTAL LEVEL 3 INVESTMENTS AND NOTES RECEIVABLE	MORTGAGE NOTES PAYABLE	SENIOR NOTES PAYABLE	TOTAL LEVEL 3 MORTGAGE AND SENIOR NOTES PAYABLE
Beginning balance—January 1, 2013	$5,333,045	$687,035	$14,252	$6,034,332	$695,681	$1,014,445	$1,710,126
Total realized and unrealized gains and losses included in net income	351,596	(24,293)	—	327,303	(11,932)	(14,858)	(26,790)
Purchases, sales, issuances, and settlements:							
Purchases	784,574	—	—	784,574	—	—	—
Sales	(531,601)	(170,444)	—	(702,045)	—	—	—
Issuances	—	—	393	393	—	—	—
Settlements	—	—	—	—	(22,349)	—	(22,349)
Capital expenditures	101,630	—	—	101,630	—	—	—
Conversion of note receivable to additional interest in consolidated joint venture	—	—	(4,661)	(4,661)	—	—	—
Non-consolidated joint venture contributions	—	2,612	—	2,612	—	—	—
Non-consolidated joint venture distributions	—	(19,619)	—	(19,619)	—	—	—
Equity income from non-consolidated joint ventures included in net income	—	35,643	—	35,643	—	—	—
Ending balance—December 31, 2013	$6,039,244	$510,934	$9,984	$6,560,162	$661,400	$999,587	$1,660,987

Total unrealized gains of $362,821 for 2013 included above are attributable to real estate investments held at December 31, 2013, and are included in unrealized appreciation on real estate investments in the accompanying combined statements of operations. Total realized losses of $11,225 for 2013 included above are attributable to real estate investments sold during the year ended December 31, 2013 and are included in loss on sale of real estate investments in the accompanying combined statements of operations. Included as part of total realized losses recognized is the reversal of cumulative unrealized gains as of December 31, 2012 of $57,439.

Total unrealized losses of $16,532 for 2013 included above are attributable to non-consolidated joint venture investments held at December 31, 2013, and are included in unrealized appreciation (depreciation) on non-consolidated joint venture investments in the accompanying combined statements of operations. Total realized losses of $7,761 for 2013 included above are attributable to non-consolidated joint venture investments sold during the year ended December 31, 2013 and are included in loss on sale of non-consolidated joint venture investments. Included as part of total realized losses recognized is the reversal of cumulative unrealized losses as of December 31, 2012 of $63,770.

Total unrealized gains of $11,932 and $14,858 for 2013 included above are attributable to mortgage and senior notes payable, respectively, held at December 31, 2013, and are included in unrealized appreciation on mortgage and senior notes payable in the accompanying combined statements of operations.

Notes to Combined Financial Statements

The following table shows quantitative information about significant unobservable inputs related to the Level 3 fair value measurements used at December 31, 2013:

(In Thousands)

REAL ESTATE INVESTMENTS	FAIR VALUE	VALUATION TECHNIQUE(S)	UNOBSERVABLE INPUTS	RANGES (WEIGHTED AVERAGE)
Industrial	$1,161,350	Discounted cash flows Direct capitalization analysis	Discount rate Exit capitalization rate	6.25%-9.00% (7.36%) 5.75%-8.00% (6.54%)
Office	2,045,037	Discounted cash flows Direct capitalization analysis	Discount rate Exit capitalization rate	6.25%-9.50% (7.26%) 5.50%-8.25% (6.47%)
Residential	1,874,974	Discounted cash flows Direct capitalization analysis	Discount rate Exit capitalization rate	6.25%-10.00% (7.00%) 5.00%-6.25% (5.58%)
Retail	692,883	Discounted cash flows Direct capitalization analysis	Discount rate Exit capitalization rate	6.25%-7.75% (7.30%) 5.50%-6.75% (6.00%)
Hotel	254,500	Discounted cash flows Direct capitalization analysis	Discount rate Exit capitalization rate	9.12%-10.00% (9.51%) 7.50%-8.00% (7.87%)
Land	10,500	Sales comparison approach	Price per square foot	$3.00 per square foot
Total Real Estate Investments	$6,039,244			

Notes to Combined Financial Statements

The following table shows quantitative information about significant unobservable inputs related to the Level 3 fair value measurements used at December 31, 2013:

(In Thousands)

INVESTMENT IN NON-CONSOLIDATED JOINT VENTURES	FAIR VALUE	VALUATION TECHNIQUE(S)	UNOBSERVABLE INPUTS	RANGES (WEIGHTED AVERAGE)
Office:				
Properties	$93,154	Discounted cash flows Direct capitalization analysis	Discount rate Exit capitalization rate	6.75%–7.00% (6.90%) 5.75%–6.25% (6.05%)
Mortgage notes payable	41,402	Net present value	Credit spreads Loan to value ratio	3.75%–4.90% (4.38%) 39.14%–50.33% (44.22%)
Other[1]	3,432			
Total Office	$ 55,184			
Residential:				
Properties	$153,451	Discounted cash flows Direct capitalization analysis	Discount rate Exit capitalization rate	6.50%–7.75% (7.58%) 5.00%–5.75% (5.65%)
Mortgage notes payable	10,478	Net present value	Credit spreads Loan to value ratio	2.55% (2.55%) 50.36% (50.36%)
Other[1]	5,292			
Total Residential	$148,265			
Retail:				
Properties	$253,550	Discounted cash flows Direct capitalization analysis	Discount rate Exit capitalization rate	7.50%–11.00% (8.15%) 7.00%–9.25% (7.44%)
Mortgage notes payable	87,996	Net present value	Credit spreads Loan to value ratio	4.55%–6.20% (5.28%) 46.02%–74.23% (61.47%)
Other[1]	1,801			
Total Retail	$167,355			
Hotel:				
Properties	$316,763	Discounted cash flows Direct capitalization analysis	Discount rate Exit capitalization rate	10.24% (10.24%) 8.97% (8.97%)
Mortgage notes payable	187,500	Net present value	Credit spreads Loan to value ratio	1.60%–10.18% (5.80%) 59.19% (59.19%)
Other[1]	7,284			
Total Hotel	$136,547			
Land:				
Land	$ 2,790	Sales comparison approach	Price per square foot	$3.68–$3.72 per square foot
Other[1]	793			
Total Land	$ 3,583			
Total Investment in Non-Consolidated Joint Ventures	$510,934			

[1]*Other represents the Fund's share of the net assets in the non-consolidated joint ventures, carried at cost which approximates fair value.*

Notes to Combined Financial Statements

The following tables show quantitative information about significant unobservable inputs related to the Level 3 fair value measurements used at December 31, 2013:

(In Thousands)

NOTES RECEIVABLE	FAIR VALUE	VALUATION TECHNIQUE(S)	UNOBSERVABLE INPUTS	RANGES (WEIGHTED AVERAGE)
Notes Receivable	$ 9,984	Outstanding principal amount plus accrued interest	Interest rate	4.50% (4.50%)

(In Thousands)

MORTGAGE NOTES PAYABLE	FAIR VALUE	VALUATION TECHNIQUE(S)	UNOBSERVABLE INPUTS	RANGES (WEIGHTED AVERAGE)
Industrial	$ 15,310	Net present value	Credit spreads Loan to value ratio	5.39%-6.35% (5.79%) 33.74%-42.27% (38.78%)
Office	109,919	Net present value	Credit spreads Loan to value ratio	4.25%-7.20% (6.01%) 17.79%-72.14% (45.68%)
Residential	448,096	Net present value	Credit spreads Loan to value ratio	2.30%-5.75% (3.51%) 33.96%-68.12% (46.90%)
Retail	88,075	Net present value	Credit spreads Loan to value ratio	5.16%-5.17% (5.17%) 24.46%-53.53% (31.65%)
Total Mortgage Notes Payable	$ 661,400			

(In Thousands)

SENIOR NOTES PAYABLE	FAIR VALUE	VALUATION TECHNIQUE(S)	UNOBSERVABLE INPUTS	RANGES (WEIGHTED AVERAGE)
Senior Notes Payable	$999,587	Net present value	Credit spreads	2.00%-5.25% (3.24%)

5. REAL ESTATE INVESTMENTS

Future minimum rents to be received under non-cancelable commercial operating leases as of December 31, 2014, are approximately as follows (shown in thousands):

	TOTAL
2015	$ 268,455
2016	244,276
2017	217,850
2018	191,262
2019	164,137
Thereafter	527,655
Total	$1,613,635

In addition to the minimum rent amounts, various leases provide for escalation charges to tenants as well as percentage rents. Escalation charges and percentage rents in the amount of approximately $55 million and $50 million are included in rental revenue for the years ended December 31, 2014 and 2013, respectively.

During 2014, the Fund purchased 13 wholly owned properties for a total purchase price of approximately $564 million.

During 2013, the Fund purchased 10 wholly owned properties for a total purchase price of approximately $783 million.

Notes to Combined Financial Statements

During the year ended December 31, 2014, the following properties were sold:

PROPERTY NAME	PROPERTY TYPE	LOCATION	SALE DATE	GROSS SALE PRICE [1] (In Millions)	REALIZED GAIN/(LOSS)[2] (In Millions)
Fifth Street Industrial	Industrial	Phoenix, AZ	04/14/2014	$9.0	$(0.6)
Gwinnett Medical	Office	Lawrenceville, GA	08/13/2014	11.1	(0.3)
Banyan Grove at Towne Square	Residential	Virginia Beach, VA	09/04/2014	41.0	(3.2)
Geneva Industrial	Industrial	Tempe, AZ	10/03/2014	3.8	(0.8)
Specialty Labs Office Building	Office	Santa Clarita, CA	12/12/2014	96.0	5.2
Vero Medical Suites	Office	Vero Beach, FL	12/18/2014	11.6	0.4
Total				$172.5	$0.7

[1]Gross sale price excludes a partial sale that occurred during the year with a gross sale price of $13.1 million.
[2]Realized gain/loss excludes the impact of any residual amount associated with properties sold in prior years, however, excludes the partial sale that occurred during the year with a realized loss of $1.3 million.

During the year ended December 31, 2013, the following properties were sold:

PROPERTY NAME	PROPERTY TYPE	LOCATION	SALE DATE	GROSS SALE PRICE (In Millions)	REALIZED GAIN/(LOSS)[1] (In Millions)
Progress Distribution Center	Industrial	Lawrenceville, GA	03/11/2013	$6.5	$ (0.3)
Elliott West	Office	Seattle, WA	04/08/2013	142.5	(3.0)
One Metro Center	Office	Washington, DC	07/30/2013	307.5	(7.9)
Hohokam 10 West Park	Industrial	Phoenix, AZ	08/06/2013	3.9	0.9
Banting I	Office	Irvine, CA	08/09/2013	12.9	0.9
Banting III	Office	Irvine, CA	08/09/2013	17.1	1.9
5315 South 3rd Street	Industrial	Milwaukee, WI	10/03/2013	4.9	(0.9)
5319 South 3rd Street	Industrial	Milwaukee, WI	10/03/2013	4.8	(1.3)
Franklin Commerce Center	Industrial	Franklin, WI	10/03/2013	3.1	(1.4)
Pewaukee Commerce Center I	Industrial	Pewaukee, WI	10/03/2013	3.5	(0.3)
Pewaukee Commerce Center II	Industrial	Pewaukee, WI	10/03/2013	4.2	(0.4)
Falcon Pines Apartments	Residential	Orlando, FL	11/22/2013	31.5	0.5
Total				$542.4	$(11.3)

[1]Realized gain/loss excludes the impact of any residual amount associated with properties sold in prior years.

At December 31, 2014, the Fund owned 121 properties of which 118 are wholly owned and 3 are in joint ventures in which the Fund owns the controlling interest. At December 31, 2013, the Fund owned 114 properties of which 111 were wholly owned and 3 were in joint ventures in which the Fund owned the controlling interest.

6. INVESTMENT IN NON-CONSOLIDATED JOINT VENTURES

During the normal course of business, the Fund makes contributions to their non-consolidated joint ventures at its relative ownership interest in each joint venture. The Fund's contributions to non-consolidated joint ventures for the years ended December 31, 2014 and 2013 were $43.5 million and $2.6 million, respectively.

At December 31, 2014 and 2013, the Fund had no unfunded commitments to its unconsolidated joint ventures.

On July 1, 2004, the Fund entered into a joint venture with Federal Realty Investment Trust (FRIT) and formed Federal/Lion Venture, L.P. (Federal) to invest in neighborhood/community shopping centers. On July 24, 2014, Federal sold Pleasant Shops for a realized gain of $2.9 million. At December 31, 2014, Federal owns a total of 6 properties. The carrying value of the Fund's investment in Federal as of December 31, 2014 and 2013 was approximately $102 million and $101 million, respectively, with an ownership interest of approximately 70%. During the year ended December 31, 2014, the Fund contributed $15.7 million to Federal, representing its share of the loan payoffs related to two properties, Plaza Del Mercado and Atlantic Plaza.

Notes to Combined Financial Statements

On December 29, 2004, the Fund entered into a joint venture with Ramco-Gershenson Properties Trust (RPT) and formed Ramco/Lion Venture, L.P. (Ramco) to invest in neighborhood/community shopping centers in the Southeastern and Midwestern United States. On March 25, 2013, the Fund sold its 70% interest in 13 of the 16 properties for a realized gain of $7.4 million. At December 31, 2014, Ramco owns a total of 3 properties. The Fund's investment in Ramco as of December 31, 2014 and 2013 was approximately $49 million and $46 million, respectively, with an ownership interest of 70%. During the year ended December 31, 2013, the Fund contributed $0.1 million related to the normal course of business for the Ramco properties.

On August 1, 2006, the Fund entered into a joint venture with SFM-XIX, LLC and Rochester Investors, subsidiaries of R. W. Selby and Company, Inc. (Selby), to invest in a multifamily residential property located in Los Angeles, California (Rochester Apartments). The carrying value of the Fund's investment in Rochester Apartments as of both December 31, 2014 and 2013 was approximately $11 million with an ownership interest of 90%.

On December 28, 2006, the Fund entered into a joint venture with Montecito Medical Investment Company, LLC (Montecito) to invest in medical office properties located throughout the United States. Under the original agreement, the Fund had a 93% ownership interest in the joint venture. During 2012, the Fund paid approximately $3 million to the joint venture partner to acquire its interest in 6 of the 7 properties. During the year ended December 31, 2013, the Fund contributed $1.0 million related to the normal course of business for the Knoll North property. On August 1, 2013 the Fund sold its interest in the 1 remaining property for a realized gain of $0.3 million.

On March 1, 2007, the Fund entered into a joint venture with 3500 Partners, LLC, a subsidiary of M. David Paul & Associates, LLC (Central Park) to invest in an office building located in Burbank, California. The Fund's carrying value of the investment in Central Park as of December 31, 2014 and 2013 was approximately $40 million and $37 million, respectively, with an ownership interest of approximately 49%.

On March 9, 2007, the Fund entered into a joint venture with Taconic Eastchester Investors, LLC (Taconic) to invest in a multifamily residential property located in Bronx, New York. The Fund's carrying value of the investment in Taconic as of December 31, 2014 and 2013 was approximately $150 million and $137 million, respectively (see Note 8), with an ownership interest of 90%. During the years ended December 31, 2014 and 2013, the Fund contributed $1.6 million and $1.4 million, respectively, to fund capital calls requested by Taconic.

On April 18, 2007, the Fund entered into a joint venture with Panattoni Development Company, Inc. The venture purchased four parcels of land and one operating industrial building located in Denver, Colorado (Mile High). On February 14, 2014 the Fund paid $0.3 million to the joint venture partner to acquire its interests in the remaining two land parcels and therefore consolidating these as part of real estate investments on the combined statement of assets, liabilities and equity as of December 31, 2014. During the year ended December 31, 2013, the Fund contributed $0.1 million related to the normal course of business for the Panattoni properties.

On May 23, 2007, the Fund entered into a joint venture with Lion Value Fund and REOI/Henley and acquired Apple Hospitality Two, Inc. (Lion ES), a non-traded public REIT with 47 upscale extended-stay hotels in 18 states throughout the United States as of December 31, 2013. The Fund's ownership interest in Lion ES was 37.5% at December 31, 2013. On August 12, 2014, Lion ES was sold for $800.0 million and had a realized loss of approximately $21 million. The Fund's carrying value of the investment in Lion ES as of December 31, 2014 and 2013 was approximately $5 million and $137 million, respectively. The Fund's residual investment in Lion ES at December 31, 2014 was a sale holdback, which is expected to be distributed in the first half of 2015.

On July 18, 2007, the Fund entered into a joint venture with DCD America, LLC (11 E 44th) to invest in an office building located in New York, New York. The Fund's carrying value of the investment in 11 E 44th as of December 31, 2014 and 2013 was approximately $21 million and $18 million, respectively, with an ownership interest of approximately 49%.

On July 20, 2007, the Fund entered into a joint venture with Gart Properties, LLC (Village) to invest in a community shopping center located in Boulder, Colorado. The Fund's carrying value of the investment in Village as of December 31, 2014 and 2013 was approximately $52 million and $21 million, respectively (see Note 8), with an ownership interest of 80%. In 2014, the Fund contributed $26 million to Village to fund the loan payoff of Village Shopping Center.

As of December 31, 2014, the Fund is not contractually obligated to provide financial support to any of its joint ventures.

Notes to Combined Financial Statements

A summary of the financial information for the non-consolidated joint ventures at December 31, 2014 is as follows (shown in thousands):

	FEDERAL	RAMCO	CENTRAL PARK	TACONIC	LION ES	OTHER[1]	2014 TOTAL
Balance sheet							
Assets:							
Real estate investments	$ 179,720	$ 99,600	$ 123,000	$ 162,000	$ —	$ 167,400	$ 731,720
Other assets	5,583	2,319	7,386	9,100	14,190	5,253	43,831
Total assets	$ 185,303	$ 101,919	$ 130,386	$ 171,100	$ 14,190	$ 172,653	$ 775,551
Liabilities and partners' capital							
Mortgage notes payable	$ 34,789	$ 30,093	$ 48,000	$ —	$ —	$ 49,397	$ 162,279
Other liabilities	3,465	1,852	378	4,913	1,098	3,316	15,022
Total liabilities	38,254	31,945	48,378	4,913	1,098	52,713	177,301
Total partners' capital	147,049	69,974	82,008	166,187	13,092	119,940	598,250
Total liabilities and partners' capital	$ 185,303	$ 101,919	$ 130,386	$ 171,100	$ 14,190	$ 172,653	$ 775,551
Fund's investment interest	$ 101,906	$ 48,942	$ 40,250	$ 149,569	$ 4,909	$ 83,907	$ 429,483
Income statement							
Revenues	$ 17,970	$ 10,636	$ 10,167	$ 18,759	$ 183,365	$ 16,067	$ 256,964
Expenses	8,772	5,957	6,281	13,123	155,498	10,395	200,026
Realized gain (loss)	4,461	—	—	—	(56,132)	—	(51,671)
Unrealized (depreciation) appreciation	5,987	3,457	3,772	6,095	—	10,196	29,507
Net income	$ 19,646	$ 8,136	$ 7,658	$ 11,731	$ (28,265)	$ 15,868	$ 34,774
Fund's equity in net income[2]	$ 12,062	$ 5,593	$ 3,736	$ 10,558	$ (10,600)	$ 10,893	$ 32,242

[1]Other includes the Fund's equity interest in Selby, Panattoni, Village, and 11 E 44th and excludes the investments in Marketplace at the Outlets and Palm Beach Outlets in the amount of $211.2 million which is included in the combined statements of assets, liabilities and equity.
[2]The Fund's share of equity in net income includes unrealized appreciation/depreciation and realized gain/loss on sale (if applicable).

A summary of the financial information for the non-consolidated joint ventures at December 31, 2013 is as follows (shown in thousands):

	FEDERAL	RAMCO	CENTRAL PARK	TACONIC	LION ES	OTHER[1]	2013 TOTAL
Balance sheet							
Assets:							
Real estate investments	$ 200,620	$ 95,700	$ 116,000	$ 147,000	$ 844,700	$ 159,800	$ 1,563,820
Other assets	2,891	1,736	6,260	10,591	37,744	5,941	65,163
Total assets	$ 203,511	$ 97,436	$ 122,260	$ 157,591	$ 882,444	$ 165,741	$ 1,628,983
Liabilities and partners' capital							
Mortgage notes payable	$ 57,655	$ 30,506	$ 45,403	$ —	$ 500,000	$ 83,780	$ 717,344
Other liabilities	1,251	1,867	1,007	4,935	18,319	3,368	30,747
Total liabilities	58,906	32,373	46,410	4,935	518,319	87,148	748,091
Total partners' capital	144,605	65,063	75,850	152,656	364,125	78,593	880,892
Total liabilities and partners' capital	$ 203,511	$ 97,436	$ 122,260	$ 157,591	$ 882,444	$ 165,741	$ 1,628,983
Fund's investment interest	$ 101,002	$ 45,607	$ 37,245	$ 137,391	$ 136,547	$ 53,142	$ 510,934
Income statement							
Revenues	$ 18,864	$ 19,948	$ 9,685	$ 17,912	$ 269,628	$ 16,463	$ 352,500
Expenses	9,211	11,585	6,114	12,792	233,336	12,099	285,137
Realized gain (loss)	—	(308)	—	—	—	(22)	(330)
Unrealized (depreciation) appreciation	13,223	(5,704)	7,288	(1,090)	(79,997)	8,599	(57,681)
Net income	$ 22,876	$ 2,351	$ 10,859	$ 4,030	$ (43,705)	$ 12,941	$ 9,352
Fund's equity in net income[2]	$ 15,783	$ (5,540)	$ 5,299	$ 3,627	$ (16,389)	$ 8,570	$ 11,350

[1]Other includes the Fund's equity interest in Selby, Panattoni, Village, Montecito, and 11 E 44th.
[2]The Fund's share of equity in net income includes unrealized appreciation/depreciation and realized gain/loss on sale (if applicable).

7. OTHER INVESTMENTS

Palm Beach Outlets

In December 2014, the Fund provided $112.0 million of mezzanine financing to a third party developer (the Developer) for a retail outlet center in West Palm Beach, Florida (Palm Beach Outlets). The mezzanine loan has a term of five years with a fixed annual interest rate of 6% due monthly in arrears. Palm Beach Outlets has an existing first mortgage construction loan with Wells Fargo for $206.3 million of which $123.4 million was drawn. The Fund entered into a put/call option with the Developer, where the Fund has the option to purchase the property and the seller has the option to sell the property to the Fund. The contractual purchase/sale price of Palm Beach Outlets is $283.0 million. The Fund can exercise the option by providing written notice to the Developer during the period between January 2, 2015 and March 16, 2015. The closing date of the purchase shall be not less than 45 days and not more than 90 days after the option exercise notice.

The Fund expects to exercise the purchase option and convert the loan to equity ownership within the first 6 months of 2015. Once converted, Palm Beach Outlets will be held in a joint venture with the Fund owning a 90% interest and a member of the Developer retaining a 10% interest. The joint venture expects to borrow up to a $165.0 million first mortgage concurrently with the closing of the purchase. Based on the characteristics of this ADC Arrangement which are similar to those of an investment, combined with the expected residual profit being greater than 50%, the arrangement is accounted for as a real estate investment and is reported as an investment in non-consolidated joint ventures and other investments in the combined statements of assets, liabilities and equity at December 31, 2014. In addition, the Fund determined that the option to purchase the entire developed property is not a derivative financial instrument pursuant to U.S. GAAP. As such, the embedded feature is not required to be bifurcated and the fair value accounting for the embedded feature at each reporting date is not applicable.

The Fund has determined Palm Beach Outlets to be a variable interest entity (VIE). The Fund's involvement is solely as the lender on the mezzanine loan with protective rights as the lender. The Fund does not have power to direct the activities that most significantly impact economic performance of the VIE. As a result, the Fund is not the primary beneficiary and is not required to consolidate the VIE.

Marketplace at the Outlets

In December 2014, the Fund provided a $10.0 million first mortgage and $89 million of mezzanine financing to a third party developer (the Developer) for a retail shopping center in West Palm Beach, Florida (Marketplace at the Outlets). The first mortgage has a term of five years with a fixed annual interest rate of 4.75% due monthly in arrears. The mezzanine loan has a term of five years with a fixed annual interest rate of 4.75% due monthly in arrears. The Fund entered into a put/call option with the Developer, where the Fund has the option to purchase the property and the Developer has the option to sell the property to the Fund. The contractual purchase/sale price of the property is $116.7 million. The Fund can exercise the option by providing written notice to the Developer during the period between October 7, 2015 and January 7, 2016. The closing date of the purchase shall be not less than 60 days and not more than 90 days after the option exercise notice. The Fund expects to exercise the purchase option and convert the loans to equity ownership within the fourth quarter of 2015. Once converted, the property will be a wholly-owned asset of the Fund.

Based on the characteristics of this ADC Arrangement which are similar to those of an investment, combined with the expected residual profit being greater than 50%, the arrangement is accounted for as a real estate investment and is reported as an investment in non-consolidated joint ventures and other investments in the combined statements of assets, liabilities and equity at December 31, 2014. In addition, the Fund determined that the option to purchase the entire developed property is not a derivative financial instrument pursuant to U.S. GAAP. As such, the embedded feature is not required to be bifurcated and the fair value accounting for the embedded feature at each reporting date is not applicable.

The Fund has determined Marketplace at the Outlets to be a VIE. The Fund's involvement is solely as the lender on the mortgage and the mezzanine loans with protective rights as the lender. The Fund does not have power to direct the activities that most significantly impact economic performance of the VIE. As a result, the Fund is not the primary beneficiary and is not required to consolidate the VIE.

8. NOTES RECEIVABLE

Kettler

On May 4, 2009, the Fund made a loan of $3.5 million to Pentagon East One A, LLC (Pentagon), the minority interest partner in CLPF-Metropolitan One Venture, L.P. (The Gramercy at Metropolitan Park) and a subsidiary of Kettler, Inc. The note was secured by Pentagon's 10% minority interest in The Gramercy at Metropolitan Park and was guaranteed by Kettler, Inc.

The loan bore interest at an annual rate of 8% with interest payments due monthly. The borrower was permitted to defer monthly interest, in which case any such interest was added to the unpaid principal balance annually on June 1 of each year. The aggregate unpaid principal amount and any outstanding accrued interest was payable at maturity on April 30, 2013. All distributions due to the borrower from The Gramercy at Metropolitan Park during the term of the loan were to be applied towards any accrued interest and principal outstanding at that time. On July 1, 2013, with an effective date of January 1, 2013, the loan was converted to equity in The Gramercy at Metropolitan Park which increased the Fund's interest to 95.8%.

Taconic

On November 17, 2010, the Fund made a shortfall contribution and partner loan (as defined in the joint venture agreement) of $8.7 million to Taconic Eastchester Investors, LLC and Taconic Eastchester Principals, LLC (collectively called Taconic Partners). This amount represents the Taconic Partners' pro rata share of the total contribution necessary to secure the loan payoff at the underlying property (Eastchester Heights) on the same day.

The loan bears interest at an annual rate of 4.5%.

Notes to Combined Financial Statements

The principal balance and any accrued and unpaid interest are secured by a first priority lien upon and security interest in the Taconic Partners' right to all distributions from the partnership. The aggregate unpaid principal amount and any outstanding accrued interest is payable at maturity on November 17, 2020, although a five-year extension option is available. All distributions due to the Taconic Partners from Eastchester Heights during the term of the loan shall first be applied towards any accrued and unpaid interest at that time. At December 31, 2014 and 2013, total principal and accrued interest outstanding on the loan was approximately $10.3 million and $10.0 million, respectively.

Village

On July 30, 2014, the Fund made a shortfall contribution and a partner loan (as defined in the joint venture agreement) of $6.5 million to GRI Village Management LLC Gart Village Partners). This amount represents Gart Partners' pro rata share of the total contribution necessary to secure the loan payoff at the underlying property (Village Shopping Center) on the same day.

The loan bears interest at an annual rate of 4%. The principal balance and any accrued and unpaid interest are secured by a first priority lien upon and security interest in the Gart Village Partners' right to all distributions from the partnership. The aggregate unpaid principal amount and any outstanding accrued interest is payable at maturity on November 30, 2024. All distributions due to Gart Partners from Village Shopping Center during the term of the loan shall first be applied towards any accrued and unpaid interest at that time. At December 31, 2014, total principal and accrued interest outstanding on the loan was approximately $6.5 million.

9. MORTGAGE NOTES PAYABLE

At December 31, 2014, the Fund had 17 mortgage loans, which are collateralized by 30 real estate properties with an aggregate fair value of approximately $1,672 million. Such mortgage loans have interest rates ranging from 1.86% to 6.75%, with a weighted average interest rate of 4.90% and maturity dates ranging from 2015 to 2021. At December 31, 2014, the fair value of the Fund's fixed rate first mortgage notes payable based on market borrowing rates at December 31, 2014 for mortgage notes with similar terms and property specific factors was approximately $585 million with a principal balance of approximately $568 million.

At December 31, 2014, the fair value of the Fund's floating rate first mortgage notes payable based on market borrowing rates at December 31, 2014 for mortgage notes with similar terms and property specific factors was approximately $50 million with a principal balance of approximately $50 million.

The future minimum principal payments for the next five years and thereafter are as follows (in thousands):

2015	$ 30,753
2016	24,838
2017	81,094
2018	7,598
2019	288,835
Thereafter	185,000
Total	$618,118

As of December 31, 2013, the Fund had 20 mortgage loans, which were collateralized by 20 real estate properties with an aggregate fair value of approximately $1,658 million. Such mortgage loans had interest rates ranging from 5.22% to 7.28%, with a weighted average interest rate of 5.68% and maturity dates ranging from 2014 to 2019.

At December 31, 2013, the fair value of the Fund's fixed rate first mortgage notes payable based on borrowing rates available at December 31, 2013 for notes with similar terms and average maturities was approximately $661 million with a principal balance of approximately $644 million.

10. SENIOR NOTES PAYABLE

On April 27, 2005, the Fund issued $100 million of 5.48% Senior Notes, Series B, due April 27, 2017.

On August 23, 2005, the Fund issued $200 million of Senior Notes consisting of (i) $100 million of 5.22% Senior Notes, Series C, due August 23, 2015, and (ii) $100 million of 5.32% Senior Notes, Series D, due August 23, 2017.

On December 15, 2005, the Fund issued $200 million of Senior Notes consisting of (i) $150 million of 5.62% Senior Notes, Series E, due December 15, 2015, and (ii) $50 million of 5.72% Senior Notes, Series F, due December 15, 2017.

On December 6, 2006, the Fund issued $250 million of Senior Notes consisting of (i) $125 million of 5.73% Senior Notes, Series G, due December 6, 2016, and (ii) $125 million of 5.83% Senior Notes, Series H, due December 6, 2018.

On June 15, 2007, the Fund issued $200 million of Senior Notes consisting of (i) $50 million of 5.69% Senior Notes, Series I, due June 15, 2016, and (ii) $150 million of 5.84% Senior Notes, Series J, due June 15, 2019.

On February 14, 2014, the Fund issued $150 million of Senior Notes consisting of (i) $12 million of 3.95% Senior Notes, Series K, due February 14, 2021; (ii) $98 million of 4.60% Senior Notes, Series L, due February 14, 2024, and (iii) $40 million of 4.75% Senior Notes, Series M, due February 14, 2026.

On June 2, 2014, the Fund issued $50 million of floating rate Senior Notes, Series N, due June 2, 2021. These notes bear an interest rate of LIBOR plus a spread of 1.70%. At December 31, 2014, the rate was 1.93%.

On July 1, 2014, the Fund issued $100 million of Senior Notes consisting of: (i) $50 million of 4.15% Senior Notes, Series O, due July 1, 2021; (ii) $35 million of 4.80% Senior Notes, Series P, due July 1, 2024; and (iii) $15 million of 4.95% Senior Notes, Series Q, due July 1, 2026.

The Senior Notes bear interest only and the principal payments are due on their maturity date. As of December 31, 2014 and 2013, the estimated fair value of the Fund's Senior Notes was approximately $1,277 million and $1,000 million, respectively, with a principal balance of $1,250 and $950 million, respectively. The fair value is calculated by discounting the difference between the contractual note payments and estimated market note payments at an equity discount rate equivalent to that which would be utilized by market participants.

The future minimum principal payments for the next five years and thereafter are as follows (in thousands):

2015	$ 250,000
2016	175,000
2017	250,000
2018	125,000
2019	150,000
Thereafter	300,000
Total	$ 1,250,000

11. CREDIT FACILITY

On June 22, 2012, the Fund obtained an unsecured credit facility (the Facility) from a syndicate of lenders in the amount of $250 million with an accordion feature to increase the size up to $400 million. On November 25, 2014 the Fund exercised the accordion feature in the amount of $100 million, which increased the total Facility to $350 million. The Facility has a four year term with a one year extension option. Draws under the Facility may be Base Rate Loans or Eurodollar Rate Loans, as defined. Base Rate Loans bear interest at a rate equal to Base Rate plus the Applicable Rate (as defined). Base Rate equals the highest of (a) Federal Funds Rate plus 0.5%; (b) Bank of America's daily announced prime rate; and (c) the Eurodollar Rate plus 1%. Eurodollar Rate Loans bear interest at a rate equal to Eurodollar Rate plus the Applicable Rate. Eurodollar Rate equals to the daily announced BBA LIBOR. Applicable Rate is based upon the Fund's consolidated leverage ratio as set forth in the most recent compliance certificate.

The Facility is subject to certain customary compliance requirements, including a consolidated leverage ratio, a secured and unsecured leverage ratio, an interest and unencumbered interest coverage ratio, a minimum net asset value requirement and certain asset and liability composition limitations. The Fund is in compliance with such requirements at December 31, 2014.

The Fund values the Facility at the current contractual price and applicable interest rate at the time of each draw. As of December 31, 2014, there was $205 million drawn on the Facility.

12. EQUITY

CAPITAL CONTRIBUTIONS AND REDEMPTIONS

During 2014, the Fund received capital contributions of approximately $485 million, representing additional investments from existing investors and initial contributions related to the admittance of 18 new investors.

The Fund declared distributions to its investors, according to their share percentages at the time of distribution, aggregating $212 million, of which approximately $55 million remained unpaid at December 31, 2014, and is included in accounts payable and accrued expenses in the accompanying combined statements of assets, liabilities and equity.

During 2014, the Fund accepted a total of $382 million in redemption requests. At December 31, 2014, approximately $130 million of redemptions remained unpaid and is included in accounts payable and accrued expenses in the accompanying combined statements of assets, liabilities and equity. All outstanding redemptions and distributions were paid in January 2015.

During 2013, the Fund received capital contributions of approximately $658 million, representing additional investments from existing investors and initial contributions related to the admittance of 24 new investors.

The Fund declared distributions to its investors, according to their share percentages at the time of distribution, aggregating $200 million, of which approximately $51 million remained unpaid at December 31, 2013, and is included in accounts payable and accrued expenses in the accompanying combined statements of assets, liabilities and equity.

During 2013, the Fund accepted a total of $568 million in redemption requests. At December 31, 2013, approximately $161 million of redemptions remained unpaid and is included in accounts payable and accrued expenses in the accompanying combined statements of assets, liabilities and equity. All outstanding redemptions and distributions were paid in January 2014.

The investors are not obligated to make any additional capital contributions except as stated in each investor's Subscription Agreement.

TRANSFER AND REDEMPTION OF INTEREST

The transfer of interests and substitution of investors may be made at the discretion of the Manager pursuant to the terms of the Agreement. Any transferee of an interest in the Fund who is not admitted as a substituted investor shall have the right to receive allocations and distributions pursuant to the Agreement but shall have no other rights under the Agreement.

Interests may be redeemed by an investor at any time throughout the term of the Agreement upon 90 days' prior written request. Redeemed interests shall remain outstanding and share in any cash distributions until the interests are surrendered upon payment of the redemption price. Immediately prior to the redemption of an investor, the Fund shall adjust the carrying values, as defined, of the Fund's assets and liabilities upwards or downwards and such gains or losses will be allocated to the investors in accordance with their percentage interests, as defined (the Adjusted Equity). To the extent that liquid assets of the Fund, as determined in the sole discretion of the General Partner, are insufficient to satisfy redemption requests, redemptions will be redeemed on a pro rata basis as liquid assets become available. Under no circumstances will the General Partner be required to cause the Fund to sell investments to satisfy redemption requests.

The redemption price on the redeemed interest is equal to the investors' percentage interest in the Adjusted Equity.

Notes to Combined Financial Statements

13. PROPERTY MANAGEMENT FEES

Properties are generally managed by third-party managing and leasing agents. The management fees, as provided by the property management agreements, range from 1.3% to 4.0% of revenue or gross receipts. In certain cases, property management fees are charged based upon a fixed amount, as defined by the agreement. Property management fees earned by third-party managing and leasing agents for each of the years ended December 31, 2014 and 2013 were $8 million and $7 million, respectively, and are included in real estate operating expenses in the accompanying combined statements of operations.

14. RELATED-PARTY TRANSACTIONS

CASH MANAGEMENT FEE AND MANAGEMENT FEE

The Fund and Clarion entered into a management agreement effective April 1, 2000, to provide management services to the Fund. Pursuant to the Agreement, Clarion is entitled to receive the following fees for its services, payable quarterly and in arrears:

- A Cash Management Fee equal to 0.10% per annum of the cash and cash equivalents held by the Fund; and
- A Management Fee equal to (a) 1.25% per annum of the amount of each investor's Management Interest, as defined, up to and including $10 million; (b) 1.00% per annum of each investor's Management Interest, as defined, in excess of $10 million up to and including $25 million; and (c) 0.85% per annum of the amount of each investor's Management Interest, as defined, in excess of $25 million up to and including $100 million. The Management Fee for investors with Management Interests, as defined, in excess of $100 million shall be agreed upon between the Manager and such investor.

The Cash Management Fee and Management Fee are the obligation of each individual investor and, therefore, are not reflected in the accompanying combined financial statements. Fees not paid directly by any individual investor will be paid by the Fund on behalf of such investor and deducted from quarterly distributions. For the years ended December 31, 2014 and 2013, such fees were approximately $47 million and $42 million, respectively.

PROPERTY MANAGEMENT FEES

Certain related parties to the Fund are the management and leasing agents for several properties. The management fees, as provided by the property management agreements, range from 2.5% to 3.3% of revenue, gross receipts or a fixed amount, as defined by the agreement. Property management fees earned by the related parties were approximately $1.4 million and $2 million for the years ended December 31, 2014 and 2013, and are included in real estate operating expenses in the accompanying combined statements of operations. Property management fees payable to the related parties were approximately $0.1 million and $0.2 million for the years ended December 31, 2014 and 2013, respectively, and are included in accounts payable and accrued expenses in the accompanying combined statements of assets, liabilities and equity.

15. FINANCIAL HIGHLIGHTS

ASC 946, *Financial Services—Investment Companies*, requires disclosure of total return, as well as ratios of expenses and net investment income to average net assets (the Financial Highlights).

The following are the Financial Highlights attributable to investors of the Fund for the years ended December 31, 2014 and 2013, after cash management and management fees, which are not expenses of the Fund but are the obligation of individual investors:

	AVERAGE NET ASSETS[1]	
YEAR ENDED DECEMBER 31	**2014**	2013
Net investment income ratio[2]	**3.70%**	3.88%
Operating expense ratio[3]	**6.76**	6.87
Total return[4]	**12.18**	11.80

[1]Average net assets are measured using the weighted-average equity during the year including net income adjusted for the cash management fee and asset management fee described in Note 14.
[2]Net investment income ratio includes income less all expenses including cash management and asset management fees described in Note 14. Amount excludes realized and unrealized gains and losses.
[3]Operating expense ratio includes all expenses including cash management and asset management fees described in Note 14.
[4]Annual time-weighted returns are calculated by linking quarterly returns; quarterly returns are calculated by dividing net income after cash management and management fees over weighted-average equity. Weighted-average equity is calculated by adding time-weighted contributions to and subtracting time-weighted distributions from the beginning equity balance.

16. SUBSEQUENT EVENTS

Subsequent events have been evaluated by the Fund through March 3, 2015, the issuance date of the combined financial statements.

On January 2, 2015, the Fund made draws totaling $130 million under the Facility, which bear interest at a rate of approximately 1.2%.

On January 6, 2015, the Fund sold Platinum Southside, a multifamily property in Austin, Texas, for a gross sales price of $28.5 million.

On January 7, 2015, the Fund sold 49% of the common units of CLPF-Sand Hill Commons, L.P. for a purchase price of $70.6 million. The Fund retained the remaining 51% interest in the common units as well as a preferred partnership interest of $96 million.

On January 9, 2015, the Fund paid down $80 million under the Facility.

The Management Team

PICTURED FROM LEFT TO RIGHT:

Doug Wolski, *Director, Lion Properties Fund Assistant Portfolio Manager*
Lynn Stattel, *Vice President, Lion Properties Fund Controller*
Geneva King, *Senior Associate, Lion Properties Fund Assistant Controller*
Daniel Farr, *Senior Vice President, Lion Properties Fund Chief Financial Officer*
Jeb Belford, *Managing Director, Lion Properties Fund Portfolio Manager*
Joe Leahy, *Associate, Lion Properties Fund*
Deteisha Smith, *Senior Associate, Lion Properties Fund Assistant Controller*
Jon Gelb, *Senior Vice President, Lion Properties Fund Assistant Portfolio Manager*
Harris Markowitz, *Senior Associate, Lion Properties Fund*
Cui Tung, *Vice President, Lion Properties Fund Controller*

ABOUT CLARION PARTNERS
One of the leading real estate investment advisors in the Americas, Clarion Partners' strength is derived from a broad network of experienced professionals who bring a deep knowledge of local markets to every investment decision. With offices in major markets across the United States and Brazil, Clarion Partners offers an array of real estate investment services to institutional investors. For 30 years, Clarion Partners has achieved investment success in both the private and public sectors

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EXHIBIT C

FORM OF ASSUMPTION OF LEASE AGREEMENT

EXHIBIT 2

1691 MICHIGAN AVE INVESTMENT LP
(FORMERLY OIK LINCOLN MIAMI BEACH INVESTMENT LLC)
(A Delaware Limited Partnership)

Financial Statements – Federal Income Tax Basis

December 31, 2014 and 2013

(With Independent Auditors' Report Thereon)

1691 MICHIGAN AVE INVESTMENT LP
(FORMERLY OIK LINCOLN MIAMI BEACH INVESTMENT LLC)
(A Delaware Limited Partnership)

Table of Contents

	Page(s)
Independent Auditors' Report	1-2
Statements of Assets, Liabilities, and Owners' Equity – Federal Income Tax Basis	3
Statements of Revenues and Expenses – Federal Income Tax Basis	4
Statements of Changes in Owners' Equity – Federal Income Tax Basis	5
Statements of Cash Flows – Federal Income Tax Basis	6
Notes to Financial Statements – Federal Income Tax Basis	7 – 12

KPMG LLP
345 Park Avenue
New York, NY 10154-0102

Independent Auditors' Report

The Partners
1691 Michigan Ave Investment LP
(Formerly OIK Lincoln Miami Beach Investment LLC):

We have audited the accompanying financial statements of 1691 Michigan Ave Investment LP (the Company), which comprise the statements of assets, liabilities, and owners' equity – Federal income tax basis as of December 31, 2014 and 2013, and the related statements of revenues and expenses – Federal income tax basis, changes in owners' equity – Federal income tax basis and cash flows – Federal income tax basis for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the basis of accounting the Company uses for federal income tax purposes; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

KPMG LLP is a Delaware limited liability partnership, the U.S. member firm of KPMG International Cooperative ("KPMG International"), a Swiss entity.

KPMG

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the assets, liabilities, and owners' equity of 1691 Michigan Ave Investment LP as of December 31, 2014 and 2013, and its revenues and expenses, changes in owners' equity and cash flows for the years then ended in accordance with the basis of accounting the Company uses for Federal income tax purposes described in Note 2(a).

Basis of Accounting

We draw attention to Note 2(a) of the financial statements, which describes the basis of accounting. The financial statements are prepared on the basis of accounting the Company uses for Federal income tax purposes, which is a basis of accounting other than U.S. generally accepted accounting principles. Our opinion is not modified with respect to this matter.

Emphases of Matters

As described in Note 2(f), because many types of transactions are susceptible to varying interpretations under Federal, state and local income tax laws and regulations, the amounts reported in the accompanying financial statements may be subject to change at a later date upon final determination by the respective taxing authorities.

As described in Note 1, on August 1, 2013, American Fund US Investments LP, a Delaware limited partnership, as the sole limited partner, owning a 100% economic interest in the Company, filed IRS Form 966 "Corporate Dissolution or Liquidation" to dissolve itself and the Company by no later than July 31, 2016.

Our opinion is not modified with respect to these matters.

KPMG LLP

August 21, 2015

1691 MICHIGAN AVE INVESTMENT LP
(FORMERLY OIK LINCOLN MIAMI BEACH INVESTMENT LLC)
(A Delaware Limited Partnership)

Statements of Assets, Liabilities, and Owners' Equity – Federal Income Tax Basis

December 31, 2014 and 2013

Assets		**2014**	**2013**
Real estate – net of accumulated depreciation of $16,809,806 and $14,840,444 in 2014 and 2013, respectively	$	60,724,882	62,225,693
Cash and cash equivalents		5,834,467	3,810,425
Accounts receivable		254,034	309,475
Prepaid expenses and other assets		38,337	38,701
Deferred financing costs, net of accumulated amortization of $514,289 and $419,458 in 2014 and 2013, respectively		73,131	70,461
Deferred leasing commissions, net of accumulated amortization of $870,085 and $675,280 in 2014 and 2013, respectively		880,707	712,876
Organization costs, net of accumulated amortization of $58,348 and $51,238 in 2014 and 2013, respectively		48,308	55,418
Total assets	$	67,853,866	67,223,049
Liabilities and Owners' Equity			
Mortgage payable	$	39,000,000	39,000,000
Accrued interest		367,453	370,010
Accounts payable and accrued liabilities		340,973	413,293
Tenant security deposits		517,928	431,862
Total liabilities		40,226,354	40,215,165
Commitments and contingencies (notes 5 and 6)			
Owners' equity		27,627,512	27,007,884
Total liabilities and owners' equity	$	67,853,866	67,223,049

See accompanying notes to financial statements – Federal income tax basis.

1691 MICHIGAN AVE INVESTMENT LP
(FORMERLY OIK LINCOLN MIAMI BEACH INVESTMENT LLC)
(A Delaware Limited Partnership)

Statements of Revenues and Expenses – Federal Income Tax Basis

Years ended December 31, 2014 and 2013

		2014	2013
Revenues:			
Rental income	$	4,676,681	4,778,337
Tenant reimbursements		557,506	572,428
Parking income		2,203,615	2,101,390
Interest and other income		15,025	196,351
Total revenues		7,452,827	7,648,506
Expenses:			
Depreciation and amortization		2,266,108	2,423,654
Interest		839,737	967,907
Property operating expenses		1,122,163	1,011,305
Real estate taxes		914,125	840,816
Parking garage expense		634,428	532,747
Ground rent		518,890	524,460
General and administrative expenses		164,596	289,409
Property management fees		174,863	170,475
Asset management fees		166,104	151,042
Bad debt		32,185	81,682
Total expenses		6,833,199	6,993,497
Excess of revenues over expenses	$	619,628	655,009

See accompanying notes to financial statements – Federal income tax basis.

1691 MICHIGAN AVE INVESTMENT LP
(FORMERLY OIK LINCOLN MIAMI BEACH INVESTMENT LLC)
(A Delaware Limited Partnership)

Statements of Changes in Owners' Equity – Federal Income Tax Basis

Years ended December 31, 2014 and 2013

	1691 Michigan Ave Investment GP LLC (General Partner)	AFUS (Formerly IVG)	Total
Balance, December 31, 2012	$ —	28,067,704	28,067,704
Excess of revenues over expenses	—	655,009	655,009
Deemed contribution from Owner	—	3,781	3,781
Cash distribution to Owner	—	(1,718,610)	(1,718,610)
Balance, December 31, 2013	—	27,007,884	27,007,884
Excess of revenues over expenses	—	619,628	619,628
Balance, December 31, 2014	$ —	27,627,512	27,627,512

See accompanying notes to financial statements – Federal income tax basis.

1691 MICHIGAN AVE INVESTMENT LP
(FORMERLY OIK LINCOLN MIAMI BEACH INVESTMENT LLC)
(A Delaware Limited Partnership)

Statements of Cash Flows – Federal Income Tax Basis

Years ended December 31, 2014 and 2013

		2014	2013
Cash flows from operating activities:			
Excess of expenses over revenues	$	619,628	655,009
Adjustments to reconcile excess of expenses over revenues to net cash provided by operating activities:			
Depreciation and amortization		2,266,108	2,423,654
Changes in operating assets and liabilities:			
Decrease in accounts receivable		55,441	47,991
Decrease in prepaid expenses and other assets		364	36,659
Decrease in accounts payable and accrued liabilities		(72,320)	(37,496)
Increase (decrease) in tenant security deposits		86,066	(40,260)
(Decrease) increase in accrued interest		(2,557)	370,010
Net cash provided by operating activities		2,952,730	3,455,567
Cash flows from investing activities:			
Payments for building and improvements		(2,759)	(68,984)
Payments for tenant improvements		(465,792)	(192,052)
Payments for deferred leasing commissions		(362,636)	(138,994)
Net cash used in investing activities		(831,187)	(400,030)
Cash flows from financing activities:			
Payments for deferred financing costs		(97,501)	(281,827)
Cash distribution to owner		—	(1,718,610)
Net cash used in financing activities		(97,501)	(2,000,437)
Increase in cash and cash equivalents		2,024,042	1,055,100
Cash and cash equivalents, beginning of year		3,810,425	2,755,325
Cash and cash equivalents, end of year	$	5,834,467	3,810,425
Supplemental cash flow information:			
Cash paid for interest	$	842,294	597,897
Supplemental disclosure of noncash investing and financing transactions:			
Operating expense paid by AFUS treated as a deemed capital contribution		—	3,781

See accompanying notes to financial statements – Federal income tax basis.

(1) Organization and Business

OIK Lincoln Miami Beach Investment LLC (OIK Lincoln), a Delaware limited liability company, was formed on June 6, 2006. Oppenheim Immobilien Kapitalanlagegesellschaft mbH, a German limited liability company, as nominee for American Fund OIK (OIK), was the sole common unitholder of OIK Lincoln. In November 2007, IVG Institutional Funds GmbH acquired a 50.1% interest in Oppenheim Immobilien Kapitalanlagegesellschaft mbH, thus changing its name to IVG Institutional Funds GmbH as nominee for American Fund – OIK (IVG). OIK Lincoln was organized for the objective and purpose of making investments in real estate assets, and owning, managing, supervising and disposing of such investments.

On July 18, 2006, OIK Lincoln purchased a 162,577 square foot office building, retail space, parking garage, and related improvements located at 1691 Michigan Avenue, Miami Beach, Florida (the Property) and assumed the leasehold interest in the ground lease of the Property.

On May 25, 2009, 1691 Michigan Ave Investment LP (the Company) was formed as a Delaware limited partnership to be treated as a disregarded entity for U.S. federal income tax purposes pursuant to section 368(a)(1)(A) of the Internal Revenue Code (the Code) by and between 1691 Michigan Ave Investment GP LLC (the General Partner), owning a zero percent economic interest in the Company, and American Fund US Investments LP (AFUS), a Delaware limited partnership, as the sole limited partner, owning a 100% economic interest in the Company. IVG is the limited partner of AFUS with a 100% economic interest and American Fund US Investments GP LLC is the general partner of AFUS with a 0% economic interest. On June 17, 2009, OIK Lincoln merged with and into the Company (the Merger). The Company has been accounted for on a carryover basis pursuant to the Code.

The Company's purpose was to acquire the Property, and to thereafter, own, encumber, operate, sell or otherwise deal with all or part of the Property for the benefit of AFUS.

On August 1, 2013, AFUS filed IRS Form 966 "Corporate Dissolution or Liquidation" to dissolve itself and the Company by no later than July 31, 2016. As of December 31, 2014, AFUS has not formally liquidated or filed a Certificate of Cancellation.

(2) Summary of Significant Accounting Policies

(a) Principles of Reporting

The accompanying financial statements of the Company have been prepared on the accrual basis of accounting utilized for Federal income tax reporting purposes in the United States of America. Accordingly, such statements are not intended to present financial position, results of operations, changes in owners' equity and cash flows in conformity with accounting principles generally accepted in the United States of America (GAAP), which would require, among other things: adjustments to depreciation and amortization to reflect the economic useful life of real estate; rental income to be recorded on straight-line basis over the terms of the related leases; and recording of nondeductible expenditures as expenses in the statements of revenues and expenses.

(b) Use of Estimates

The preparation of financial statements in conformity with the accrual basis of accounting utilized for Federal income tax reporting purposes requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. These estimates and assumptions are based on management's best estimates and judgment. Management evaluates its estimates and assumptions on an ongoing basis using historical experience and other factors, including the current economic environment. The current economic environment has increased the degree of uncertainty inherent in these estimates and assumptions, including projected future revenue and leasing activity. Management adjusts such estimates when facts and circumstances dictate. As future events and their effects cannot be determined with precision, actual results could differ from those estimates.

The real estate and capital markets are cyclical in nature. The real estate industry is affected by the repricing of risk, the illiquidity of the financial markets and the change in the U.S. economy. These significant market risks impact transaction and leasing activity and created uncertainty as to the future operation and valuation of real estate investments. Management has exercised their professional judgment in determining the valuations and estimates contained in the financial statements. Real estate investment values are affected by, among other things, occupancy rates, rental rates and interest and inflation rates. As a result, determining the estimates of certain accounts involves many assumptions. Amounts ultimately realized from these accounts may vary significantly from the carrying values presented.

(c) Revenue Recognition

The Company recognizes revenue on the accrual basis in accordance with the Federal income tax basis of accounting. Prepaid rents, including tenant reimbursements, are recognized as rental income in the period received.

(d) Cash and Cash Equivalents

The Company considers all highly liquid investments with maturities of ninety days or less at the time of acquisition to be cash equivalents. The Company maintains cash and cash equivalent balances which, at times during the year, exceeded the $250,000 amount insured by the Federal Deposit Insurance Corporation.

(e) Depreciation

Depreciation is calculated by the Modified Accelerated Cost Recovery System (MACRS) method and is deducted over a recovery period, as defined by the Code. The Company also recognizes bonus depreciation as applicable and allowable under the Code.

(f) Income Taxes

The Company is a disregarded entity for federal income tax purposes; however AFUS is subject to federal and state income taxes on the Company's taxable income. The Company's excess of revenues over expenses is included in AFUS's income tax returns. No provision for Federal, state or local income taxes is made in the accompanying financial statements. Because many types of transactions are susceptible to varying interpretations under Federal, state and local income tax laws and regulations, the amounts reported in the accompanying financial statements may be subject to change at a later date upon final determination by the respective taxing authorities.

The Company has assessed its tax positions for all open tax years which are from 2011 to 2014 and concluded that there were no material uncertain tax liabilities to be recognized or disclosed.

(g) Capital Expenditures

Significant renovations which extend the useful life of the Property are capitalized as required by the Code. Expenditures for maintenance and repairs are charged to operations as incurred.

(h) Deferred Costs

Deferred financing costs are amortized on the straight-line method over the term of the mortgage payable. Deferred leasing commissions are amortized on the straight-line method over the lease term. Organization costs are amortized on the straight-line method over fifteen years.

(i) Environmental Matters

Under various Federal, state and local environmental laws, statutes, ordinances, rules and regulations, an owner of real property may be liable for the costs of removal or remediation of certain hazardous or toxic substances at, on, in or under such property as well as certain other potential costs relating to hazardous or toxic substances. These liabilities may include government fines and penalties and damages for injuries to persons and adjacent property. Such laws often impose liability without regard to whether the owner knew of, or was responsible for, the presence or disposal of such substances. Accordingly, the Company, as the owner of such property may be held directly liable for any such damages. As of December 31, 2014 and 2013, the Company is not aware of any environmental matters that could have a material impact on the financial statements.

(j) Recent Accounting Pronouncements

In August 2014, the FASB issued guidance which requires management to assess an entity's ability to continue as a going concern for a period of one year after the financial statements are issued. The guidance is effective for years beginning in 2017 for nonpublic companies. Management is currently evaluating the impact of adopting this new standard on the financial statements.

(3) Real Estate

The following is a summary of the components of real estate at December 31, 2014 and 2013:

		2014	2013
Building and improvements	$	74,903,782	74,901,023
Tenant improvements		2,630,906	2,165,114
Total		77,534,688	77,066,137
Less accumulated depreciation		16,809,806	14,840,444
Real estate, net	$	60,724,882	62,225,693

The Property is a Class "A" low-rise multi-tenant office building and was acquired for approximately $75.8 million. The Property is subject to a long-term ground lease with the City of Miami Beach, which owns the underlying land (Note 6a). As of December 31, 2014 and 2013, the Property is 91% and 86% occupied, respectively.

(4) Allocation to Owners

Income, losses and cash distributions are allocated 100% to AFUS.

(5) Mortgage Payable

On July 9, 2010, AFUS obtained a $39 million mortgage payable with a foreign bank with an original maturity date of July 9, 2012. In 2012, the lender approved the extension of the maturity date of the mortgage payable to July 9, 2014. For the first six months of the extension term, the mortgage note payable bore interest at a variable rate of 6-month LIBOR, plus a 2.1% margin. For the remaining 18 months of the extension term, the Company elected an interest rate at a variable rate of 6-month LIBOR plus 1.96%.

On June 11, 2014, the lender approved a two year extension of the maturity date of the mortgage payable to July 8, 2016. The loan bears interest at a variable rate of 6-month LIBOR, plus a 1.6% margin. The interest rate was 1.9272% and 2.356% as of December 31, 2014 and 2013, respectively.

The mortgage payable requires the Company to maintain a debt service coverage and loan to value ratio, as defined. As of December 31, 2014 and 2013, the Company was in compliance with the debt service coverage and loan to value ratio.

Interest expense in 2014 and 2013 amounted to $839,737 and $967,907, respectively.

(6) Commitments and Contingencies

(a) Ground Lease

The Property is subject to a long term ground lease expiring in 2053. The base ground rent was originally $300,000 per annum, set to increase by the lesser of 12% or the cumulative consumer price index (CPI) over the previous five year period commencing with the eleventh year (2012), and every five years thereafter. In 2012, the base ground rent increased to $336,000 per annum. In addition to the base ground rent, the Company pays annual percentage rent equal to 2.5% of Project Revenue, as defined. In 2014 and 2013, the percentage rent amounted to $182,890 and $188,460, respectively, which is included as part of ground rent expense on the accompanying statements of revenues and expenses – Federal income tax basis.

As of December 31, 2014, future minimum base ground rent payments due under the ground lease are approximately as follows:

Year ending December 31:		
2015	$	336,000
2016		336,000
2017		376,320
2018		376,320
2019		376,320
Thereafter		19,558,692
	$	21,359,652

(b) Other

The Company, in the normal course of business, may be involved, either directly or indirectly, in litigation, claims and other legal matters. While the outcome of these proceedings is not presently determinable with certainty, management believes that any such outcome will not have a material adverse impact on the financial position or results of operations of the Company.

(7) Related-Party Transaction

AFUS has engaged Real Estate Capital Partners Limited Partnership as the asset manager (Asset Manager) for the Company and certain of its affiliates. Prior to the Merger, IVG paid certain fees on behalf of OIK Lincoln directly to the Asset Manager, which are not included in the accompanying financial statements. Subsequent to the Merger, the Asset Manager began charging the Company an asset management fee of 4% of the net operating income derived from the Property, as defined. Asset management fees amounted to $166,104 and $151,042 for the years ended December 31, 2014 and 2013, respectively.

(8) Property Management Fees

On June 18, 2011, the Company entered into a property management agreement with Jones Lang LaSalle America (Florida), Inc. (the Property Manager) to provide management and leasing services to the Company. The Property Manager has responsibilities for managing the day to day operations of the Property. The Property Manager is entitled to a property management fee equal to the greater of (i) $4,500 or (ii) 2.5% of the Property's gross income, as defined. Property management fees incurred amounted to $174,863 in 2014 and $170,475 in 2013.

In addition, the Property Manager is also entitled to a fee for supervision of construction, capital improvements and tenant leasehold improvements at the Property. In 2014 and 2013, no construction supervision fees were incurred by the Company.

(9) Future Minimum Lease Payments

Minimum lease payments under the noncancelable leases in effect at December 31, 2014, are as follows:

Year ending December 31:		
2015	$	4,428,697
2016		4,192,338
2017		2,944,032
2018		2,095,053
2019		1,843,924
Thereafter		1,504,977
	$	17,009,021

The above table does not include option or renewal periods. In addition to the minimum lease payments described above, some leases require tenants to reimburse the Company for certain operating expenses, which amounted to $557,506 and $572,428 in 2014 and 2013, respectively.

In 2014 and 2013, one tenant in the entertainment industry represents approximately 13% of rental income.

(10) Subsequent Events

The Company has evaluated subsequent events through August 21, 2015 the date at which its financial statements were available to be issued and determined that there were no subsequent events requiring recognition or disclosure.

RESOLUTION TO BE SUBMITTED

Condensed Title:

A Resolution Of The Mayor And City Commission, Approving And Authorizing The Administration To Negotiate A Lease Agreement Between The City, As Tenant, and 1680 Costa, LLC, As Landlord, For The Use Of Approximately 3,792 Rentable Square Feet Of Property, Located At 1680 Meridian Avenue, Suites 401 & 402, Miami Beach, Florida, For The City's Transportation Department, For An Initial Term Of Three (3) Years, Commencing January 1, 2016 And Ending December 31, 2018, With One (1) Renewal Option For Three (3) Years, At The City's Option; And Upon Successful Negotiations, Authorizing The Mayor And City Clerk To Execute Said Lease Agreement.

Key Intended Outcome Supported:

N/A

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

N/A

Item Summary/Recommendation:

The Transportation Department currently consists of approximately thirteen (13) employees and all of the staff does not currently fit in the space they occupy within the Public Works Department. As vacant positions are filled and/or other positions are created, finding office space for these new employees in existing City facilities is virtually impossible, not to mention they would not be located with the rest of the department staff. Due to the lack of available City-owned office space, the Administration determined it was necessary to lease office space from a third party landlord.

The criteria established by the Administration for the required office space included the following: 1) approximately 3,000 – 4,000 rentable square feet, 2) an existing buildout which met the needs of the Transportation Department and would enable a quick occupancy, 3) fair market terms & conditions and 4) close proximity to the City Hall complex. It was of particular importance to identify space in close proximity to the City Hall complex in order to allow the employees to utilize parking in the City Hall parking garage and 17th Street parking garage.

The City's Real Estate Office actively searched for office space which met the established criteria. Due to the importance of being located in close proximity to the City Hall complex, the search was focused on three (3) multi-tenant office buildings located at the corner of 17th Street and Meridian Avenue. After touring several spaces, and receiving multiple proposals, the Administration determined the space which best meets the established criteria is located in the Meridian Center, at 1680 Meridian Avenue, and contains approximately 3,792 rentable square feet.

A summary of the proposed lease terms are as follows:

SIZE:	Approximately 3,792 rentable square feet
TERM:	Three (3) Years
COMMENCEMENT DATE:	January 1, 2016
EXPIRATION DATE:	December 31, 2018
RENEWAL OPTIONS:	Tenant shall have one (1) renewal option for three (3) years, at Tenant's option.
INITIAL BASE RENT:	$42.00 per square foot ($159,264 annually; $13,272 monthly) Full Service Gross
BASE RENT INCREASES:	Three percent (3%) annually
TENANT IMPROVEMENTS:	Landlord will provide an allowance of $12.00 per rentable square foot to be used towards improvements to the Premises.

The Administration recommends that the Mayor and City Commission adopt the Resolution approving and authorizing the Administration to negotiate a lease agreement between the City and 1680 Costa, LLC for approximately 3,792 rentable square feet at 1680 Meridian Avenue, Suites 401 & 402, Miami Beach, Florida; and upon successful negotiations, subject to Legal review and approval, authorizing the Mayor and City Clerk to execute said lease agreement.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1	$120,000	FY 2015/16 Fund 106.9615.000349 Funding for future years is subject to budget appropriation.

Financial Impact Summary: The Base Rental Rate is $42.00 PSF, Full Service Gross, with three percent (3%) annual increases. Over the initial three (3) year term of the lease, the aggregate Base Rent amounts to $479,536.

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 R7 4

DATE 12-9-15

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: December 9, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE ADMINISTRATION TO NEGOTIATE A LEASE AGREEMENT CONSISTENT WITH THE ESSENTIAL TERMS SET FORTH IN THIS RESOLUTION BETWEEN THE CITY OF MIAMI BEACH, AS TENANT, AND 1680 COSTA, LLC, AS LANDLORD, FOR USE OF APPROXIMATELY 3,792 RENTABLE SQUARE FEET OF PROPERTY, LOCATED AT 1680 MERIDIAN AVENUE, SUITES 401 & 402, MIAMI BEACH, FLORIDA, TO BE USED AS ADMINISTRATIVE OFFICES FOR THE CITY'S TRANSPORTATION DEPARTMENT; SAID LEASE AGREEMENT HAVING AN INITIAL TERM OF THREE (3) YEARS, COMMENCING ON JANUARY 1, 2016, AND ENDING ON DECEMBER 31, 2018, WITH ONE (1) RENEWAL OPTION FOR THREE (3) YEARS, AT THE CITY'S OPTION; AND UPON SUCCESSFUL NEGOTIATIONS, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID LEASE AGREEMENT.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

The Transportation Department currently consists of approximately thirteen (13) employees and all of the staff does not currently fit in the space they occupy within the Public Works Department. As vacant positions are filled and/or other positions are created, finding office space for these new employees in existing City facilities is virtually impossible, not to mention they would not be located with the rest of the department staff. The current space they occupy does not provide an ideal work environment for the Transportation Department staff. Due to the lack of available City-owned office space, the Administration determined it was necessary to lease office space from a third party landlord.

ANALYSIS

The criteria established by the Administration for the required office space included the following: 1) approximately 3,000 – 4,000 rentable square feet, 2) an existing buildout which met the needs of the Transportation Department and would enable a quick occupancy, 3) fair market terms & conditions and 4) close proximity to the City Hall complex. It was of particular importance to identify space in close proximity to the City Hall complex in order to allow the employees to utilize parking in the City Hall parking garage and 17th Street parking garage.

The City's Real Estate Office actively searched for office space which met the established criteria. Due to the importance of being located in close proximity to the City Hall complex, the search was focused on three (3) multi-tenant office buildings located at the corner of 17th Street and Meridian Avenue. After touring several spaces, and receiving multiple proposals, the Administration determined the space which best meets the established criteria is located in the Meridian Center, at 1680 Meridian Avenue, and contains approximately 3,792 rentable square feet.

Subsequently, the Office of Real Estate negotiated terms and conditions for a three (3) year lease. Prior to execution, the fully negotiated lease agreement shall be subject to Legal review and approval.

A summary of the proposed lease terms are as follows:

TENANT:	City of Miami Beach
LANDLORD:	1680 Costa, LLC
PREMISES:	1680 Meridian Avenue, Suites 401 & 402 Miami Beach, Florida 33139
SIZE:	Approximately 3,792 rentable square feet
TERM:	Three (3) Years
LEASE COMMENCEMENT DATE:	January 1, 2016
LEASE EXPIRATION DATE:	December 31, 2018
RENEWAL OPTIONS:	Tenant shall have one (1) renewal option for three (3) years, at the Tenant's option, at fair market rent.
INITIAL BASE RENT:	$42.00 per square foot ($159,264 annually; $13,272 monthly) Full Service Gross

BASE RENT INCREASES: Three percent (3%) annually

OPERATING EXPENSES: Tenant shall pay its pro rata share of maintenance, insurance and real estate taxes in excess of a 2016 base year. Increases in controllable Operating Expenses shall be capped at no more than five percent (5%) above the previous year.

TENANT IMPROVEMENTS: Landlord will provide an allowance of $12.00 per rentable square foot to be used towards improvements to the Premises.

SECURITY DEPOSIT: None

USE: Administrative offices for the Transportation Department

By comparison, on October 14, 2015, the City Commission approved a lease agreement with Care Resource for approximately 2,000 square feet of office space at 1701 Meridian Avenue at a gross rental rate of $40.46 per rentable square foot.

CONCLUSION

The Administration recommends that the Mayor and City Commission adopt the Resolution approving and authorizing the Administration to negotiate a lease agreement, between the City and 1680 Costa, LLC, for approximately 3,792 rentable square feet of space, located at 1680 Meridian Avenue, Suites 401 & 402, Miami Beach, Florida; and upon successful negotiations, subject to Legal review and approval, authorizing the Mayor and City Clerk to execute said lease agreement.

JLM/KGB/MAS/MMM

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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 ADMINISTRATION TO NEGOTIATE A LEASE AGREEMENT CONSISTENT WITH THE ESSENTIAL TERMS SET FORTH IN THIS RESOLUTION BETWEEN THE CITY OF MIAMI BEACH, AS TENANT, AND 1680 COSTA, LLC, AS LANDLORD, FOR USE OF APPROXIMATELY 3,792 RENTABLE SQUARE FEET OF PROPERTY, LOCATED AT 1680 MERIDIAN AVENUE, SUITES 401 & 402, MIAMI BEACH, FLORIDA, TO BE USED AS ADMINISTRATIVE OFFICES FOR THE CITY'S TRANSPORTATION DEPARTMENT; SAID LEASE AGREEMENT HAVING AN INITIAL TERM OF THREE (3) YEARS, COMMENCING ON JANUARY 1, 2016, AND ENDING ON DECEMBER 31, 2018, WITH ONE (1) RENEWAL OPTION FOR THREE (3) YEARS, AT THE CITY'S OPTION; AND UPON SUCCESSFUL NEGOTIATIONS, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID LEASE AGREEMENT.

WHEREAS, the Transportation Department currently consists of approximately thirteen (13) employees and all of the staff does not currently fit in the space they occupy within the Public Works Department; and

WHEREAS, as vacant positions are filled and/or other positions are created, finding office space for these new employees in existing City facilities is virtually impossible, not to mention they would not be located with the rest of the department staff; and

WHEREAS, the current space they occupy does not provide an ideal work environment for the Transportation Department staff; and

WHEREAS, due to the lack of available City-owned office space, the Administration determined it was necessary to lease office space from a third party landlord; and

WHEREAS, the criteria established by the Administration for the required office space included the following: 1) approximately 3,000 – 4,000 rentable square feet, 2) an existing buildout which met the needs of the Transportation Department and would enable a quick occupancy, 3) fair market terms & conditions and 4) close proximity to the City Hall complex; and

WHEREAS, the City's Real Estate Office actively searched for office space which met the established criteria and, due to the importance of being located in close proximity to the City Hall complex, the search was focused on three (3) multi-tenant office buildings located at the corner of 17th Street and Meridian Avenue; and

WHEREAS, after touring several spaces, and receiving multiple proposals, the Administration determined the space which best meets the established criteria is located in the Meridian Center, at 1680 Meridian Avenue, and contains approximately 3,792 rentable square feet; and

WHEREAS, the Administration negotiated terms and conditions for a three (3) year lease, between the City and Landlord, containing the following proposed lease terms:

TENANT:	City of Miami Beach
LANDLORD:	1680 Costa, LLC
PREMISES:	1680 Meridian Avenue, Suites 401 & 402 Miami Beach, Florida 33139
SIZE:	Approximately 3,792 rentable square feet
TERM:	Three (3) Years
LEASE COMMENCEMENT DATE:	January 1, 2016
LEASE EXPIRATION DATE:	December 31, 2018
RENEWAL OPTIONS:	Tenant shall have one (1) renewal option for three (3) years, at the Tenant's option, at fair market rent.
INITIAL BASE RENT:	$42.00 per square foot ($159,264 annually; $13,272 monthly) Full Service Gross
BASE RENT INCREASES:	Three percent (3%) annually
OPERATING EXPENSES:	Tenant shall pay its pro rata share of maintenance, insurance and real estate taxes in excess of a 2016 base year. Increases in controllable Operating Expenses shall be capped at no more than five percent (5%) above the previous year.
TENANT IMPROVEMENTS:	Landlord will provide an allowance of $12.00 per rentable square foot to be used towards improvements to the Premises.
SECURITY DEPOSIT:	None
USE:	Administrative offices for the Transportation Department; and

WHEREAS, the Administration recommends that the City Commission approve and authorize the Administration to negotiate a lease agreement, based upon the essential terms set forth in this Resolution.

NOW, THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize the Administration to negotiate a lease agreement between the City of Miami Beach, as Tenant, and 1680 Costa, LLC, as Landlord, for use of approximately 3,792 rentable square feet of property, located at 1680 Meridian Avenue, Suites 401 & 402, Miami Beach, Florida, to be used as administrative offices for the City's Transportation Department; said lease having an initial term of three (3) years, commencing on January 1, 2016, and ending on December 31, 2018, with one (1) renewal option for three (3) years, at the City's option; and upon successful negotiations, authorize the Mayor and City Clerk to execute said lease 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 11/25/15 Date

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Condensed Title:

A Resolution Of The Mayor And City Commission, Approving And Authorizing The Mayor And City Clerk To Execute An Amendment No. 1 To Lease Agreement Between The City And Alpha 22 LLC (Tenant), Dated October 13, 2013 (Lease), Involving The Use Of Approximately 2,216 Square Feet Of City Owned Unimproved Land, Located At 22 Washington Avenue, Miami Beach, Florida (Property), Adjacent To An Existing Restaurant Space Located At 816 Commerce Street, Miami Beach, Florida (Restaurant), Currently Used As An Outdoor Café, Concurrent With The Lease/Use Of The Restaurant; Said Amendment Approving The Sale Of The Restaurant And Consenting To The Assignment Of The Lease By Alpha 22 LLC (As Tenant And Assignor), To Florida Food District Inc. (As New Tenant And Assignee).

Key Intended Outcome Supported:

N/A

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

Item Summary/Recommendation:

The City and Alpha 22 LLC (Tenant) are parties to a Lease Agreement, dated October 16, 2013 (Lease), involving the use of approximately 2,216 square feet of City owned unimproved land, located at 22 Washington Avenue, Miami Beach, Florida (Property). The Property is adjacent to an existing restaurant space located at 816 Commerce Street, Miami Beach, Florida (Restaurant), and is currently used as an outdoor café, concurrent with the lease/use of the Restaurant. The Restaurant accommodates approximately 35 people and the Property accommodates outdoor seating for an additional 56 people.

The Lease is for a period of five (5) years, commencing on November 1, 2013 and ending on October 31, 2018, with an option to renew for an additional four (4) years and three hundred sixty four (364) days, at the City's sole discretion. The tenant is currently paying $21.22 per square foot ($47,019 annually / $3,918 monthly), with three percent (3%) annual increases.

The City has the right to re-negotiate the Base Rent amount, concurrent with Tenant's right to renew the lease, subject to the City's approval of the renewal term ("Renewal Rent"). The Renewal Rent may be based upon a percentage of gross receipts or may continue to be assessed as a fixed annual rent, based upon the fair market rent at the time, to be escalated annually by three percent (3%); however, at no time will the Base Rent during the renewal term be less than the rent for the previous lease year plus the three percent (3%) escalation.

Alpha 22 LLC (as Tenant and Assignor) wishes to sell the Restaurant and assign the Lease to Florida Food District Inc. (as new Tenant and Assignee). Pursuant to Section 8.3 of the Lease, any change in the ownership of the Restaurant must be approved by the City Manager. The City has negotiated a six (6) month personal guarantee as a condition of the City consenting to the assignment. All other terms and conditions of the Lease shall remain in full force and effect.

Due to its limited size and shape, the Property serves little more than to provide access to 816 Commerce Street. It is unlikely the City would generate any other revenue from the Property other than as an outdoor seating area for the Restaurant at 816 Commerce Street. The Administration recommends that the Mayor and City Commission adopt the Resolution approving and authorizing the Mayor and City Clerk to execute an Amendment No. 1 to Lease Agreement, approving the sale of the Restaurant, from Alpha 22 LLC to Florida Food District Inc., and consenting to the assignment of the Lease from by Alpha 22 LLC to Florida Food District Inc.

Advisory Board Recommendation:

N/A

Financial Information:

		Amount	Account
Source of Funds:	1	N/A	

Financial Impact Summary: The current Base Rental Rate is $21.22 PSF, with three percent (3%) annual increases. Over the remaining thirty four (34) months of the lease, the aggregate Base Rent amounts to $137,494.81.

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 R7V
DATE 12-9-15

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: December 9, 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 AN AMENDMENT NO. 1 TO LEASE AGREEMENT BETWEEN THE CITY AND ALPHA 22 LLC (TENANT), DATED OCTOBER 16, 2013 (LEASE), INVOLVING THE USE OF APPROXIMATELY 2,216 SQUARE FEET OF CITY OWNED UNIMPROVED LAND, LOCATED AT 22 WASHINGTON AVENUE, MIAMI BEACH, FLORIDA (PROPERTY), ADJACENT TO AN EXISTING RESTAURANT SPACE LOCATED AT 816 COMMERCE STREET, MIAMI BEACH, FLORIDA (RESTAURANT), CURRENTLY USED AS AN OUTDOOR CAFÉ, CONCURRENT WITH THE LEASE/USE OF THE RESTAURANT; SAID AMENDEMENT APPROVING THE SALE OF THE RESTAURANT AND CONSENTING TO THE ASSIGNMENT OF THE LEASE BY ALPHA 22 LLC (AS TENANT AND ASSIGNOR), TO FLORIDA FOOD DISTRICT INC. (AS NEW TENANT AND ASSIGNEE); WITH SUCH APPROVAL AND CONSENT EFFECTIVE UPON EXCUTION OF THE AMENDMENT NO. 1 TO LEASE AGREEMENT BY THE MAYOR AND CITY CLERK.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

The City and Alpha 22 LLC (Tenant) are parties to a Lease Agreement, dated October 16, 2013 (Lease), involving the use of approximately 2,216 square feet of City owned unimproved land, located at 22 Washington Avenue, Miami Beach, Florida (Property). The Property is adjacent to an existing restaurant space located at 816 Commerce Street, Miami Beach, Florida (Restaurant), and is currently used as an outdoor café, concurrent with the lease/use of the Restaurant. The Restaurant accommodates approximately 35 people and the Property accommodates outdoor seating for an additional 56 people.

ANALYSIS

The Lease is for a period of five (5) years, commencing on November 1, 2013 and ending on October 31, 2018, with an option to renew for an additional four (4) years and three hundred sixty four (364) days, at the City's sole discretion. The current Base Rent schedule is illustrated in the following chart:

Year	Rent Commencement	Base Rent per Square Foot	Total Annual Rent	Monthly Rent Payment
Year 1	March 21, 2014	$20.00	$40,626.63	$3,693.33
Year 2	November 1, 2014	$20.60	$45,649.60	$3,804.13
Year 3	November 1, 2015	$21.22	$47,019.09	$3,918.26
Year 4	November 1, 2016	$21.85	$48,429.66	$4,035.81
Year 5	November 1, 2017	$22.51	$49,882.55	$4,156.88

The City has the right to re-negotiate the Base Rent amount, concurrent with Tenant's right to renew the lease, subject to the City's approval of the renewal term ("Renewal Rent"). The Renewal Rent may be based upon a percentage of gross receipts or may continue to be assessed as a fixed annual rent, based upon the fair market rent at the time, to be escalated annually by three percent (3%); however, at no time will the Base Rent during the renewal term be less than the rent for the previous lease year plus the three percent (3%) escalation.

Alpha 22 LLC (as Tenant and Assignor) wishes to sell the Restaurant and assign the Lease to Florida Food District Inc. (as new Tenant and Assignee). Pursuant to Section 8.3 of the Lease, any change in the ownership of the Restaurant must be approved by the City Manager. The City has negotiated a six (6) month personal guarantee as a condition of the City consenting to the assignment. All other terms and conditions of the Lease shall remain in full force and effect.

CONCLUSION

Due to its limited size and shape, the Property serves little more than to provide access to 816 Commerce Street. It is unlikely the City would generate any other revenue from the Property other than as an outdoor seating area for the Restaurant at 816 Commerce Street. The Administration recommends that the Mayor and City Commission adopt the Resolution approving and authorizing the Mayor and City Clerk to execute an Amendment No. 1 to Lease Agreement, approving the sale of the Restaurant, from Alpha 22 LLC to Florida Food District Inc., and consenting to the assignment of the Lease from by Alpha 22 LLC to Florida Food District Inc.

JLM/KGB/MAS/MMM

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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 AN AMENDMENT NO. 1 TO LEASE AGREEMENT BETWEEN THE CITY AND ALPHA 22 LLC (TENANT), DATED OCTOBER 16, 2013 (LEASE), INVOLVING THE USE OF APPROXIMATELY 2,216 SQUARE FEET OF CITY OWNED UNIMPROVED LAND, LOCATED AT 22 WASHINGTON AVENUE, MIAMI BEACH, FLORIDA (PROPERTY), ADJACENT TO AN EXISTING RESTAURANT SPACE LOCATED AT 816 COMMERCE STREET, MIAMI BEACH, FLORIDA (RESTAURANT), CURRENTLY USED AS AN OUTDOOR SEATING AREA, CONCURRENT WITH THE LEASE/USE OF THE RESTAURANT; SAID AMENDEMENT APPROVING THE SALE OF THE RESTAURANT, CONSENTING TO THE ASSIGNMENT OF THE LEASE BY ALPHA 22 LLC (AS TENANT AND ASSIGNOR) TO FLORIDA FOOD DISTRICT INC. (AS NEW TENANT AND ASSIGNEE).

WHEREAS, the City and Alpha 22 LLC (Tenant) are parties to a Lease Agreement, dated October 16, 2013 (Lease), involving the use of approximately 2,216 square feet of City owned unimproved land, located at 22 Washington Avenue, Miami Beach, Florida (Property); and

WHEREAS, the Property is adjacent to an existing restaurant space located at 816 Commerce Street, Miami Beach, Florida (Restaurant), and is currently used as an outdoor seating area, concurrent with the lease/use of the Restaurant; and

WHEREAS, the Lease was for a period of five (5) years, commencing on November 1, 2013 and ending on October 31, 2018, with an option to renew for an additional four (4) years and three hundred sixty four (364) days, at the City's sole discretion; and

WHEREAS, Alpha 22 LLC (as Tenant and Assignor) wishes to sell the Restaurant and assign the Lease to Florida Food District Inc. (as new Tenant and Assignee); and

WHEREAS, pursuant to Section 8.3 of the Lease, any change in the ownership of the Restaurant must be approved by the City Manager; and

WHEREAS, pursuant to Section 12.1 of the Lease, Tenant shall not have the right to assign the Property without the prior written consent of the City, which consent shall not be unreasonably withheld; and

WHEREAS, the Administration recommends that the Mayor and City Clerk execute Amendment No. 1 to the Lease, including the following essential terms:

a. approving the sale of the Restaurant to the New Tenant;

b. approving the assignment of the Lease, without releasing the current Tenant from liability under the Lease, and contingent upon the New Tenant completing the purchase of the restaurant;

c. including a six month rolling guaranty, by Philippe Carteau, individually, the owner of the New Tenant entity; and

d. all other terms and conditions of the Lease shall remain in full force and effect.

NOW, THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, approve and authorize the Mayor and City Clerk to execute an Amendment No. 1 to Lease Agreement between the City and Alpha 22 LLC (Tenant), dated October 13, 2013 (Lease), involving the use of approximately 2,216 square feet of City owned unimproved land, located at 22 Washington Avenue, Miami Beach, Florida (Property), adjacent to an existing restaurant space located at 816 Commerce Street, Miami Beach, Florida (Restaurant), currently used as an outdoor seating area, concurrent with the lease/use of the Restaurant; said amendment approving the sale of the Restaurant and consenting to the assignment of the Lease by Alpha 22 LLC (as Tenant and Assignor), to Florida Food District Inc. (as new Tenant and Assignee).

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 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 Mayor And City Clerk To Execute Change Order No. 4 To Southern Underground Industries, Inc., Dated November 18, 2015 (The Agreement); Said Change Order In The Amount Of $855,080; Plus A Project Contingency In The Amount Of $85,508; For A Total Cost Of $940,588; For The Installation Of Additional Check Valves On Outfalls In Various Locations Requiring Protection From Tidal Flooding Including: Sunset Islands 1 & 2, Palm And Hibiscus And, North Bay Road, And Repair Of Broken Stormwater Pipes At North Bay Road 52nd And 59th Streets.

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

Item Summary/Recommendation:

Pursuant to Invitation to Bid (ITB) 2014-087-SR for the Citywide Tidal Flooding Mitigation Project, the City Commission authorized an award for construction contract with Southern Underground Industries, Inc. in the amount of $788,315, at its April 9, 2014 meeting.

At the August 28, 2014 meeting, the City Commission approved Amendment No. 1 to the Agreement, in the amount of $661,980, plus a project contingency in the amount of $88,019.50, for a total cost of $750,000, for additional scope of work including: engineering services, temporary pump station drainage structures, the installation of drainage pipe, and check valves for existing outfalls citywide. At the February 12, 2015 meeting, the City Commission approved Amendment No. 2 to the Agreement, in the amount of $180,000 to extend the services citywide, plus a project contingency in the amount of $30,000, for a total cost of $210,000. At the June 09, 2015 meeting, the City Commission approved Amendment No. 3 to the Agreement, in the amount of $417,309 to further extend the services citywide including Indian Creek from 26th to 41st Streets and, trial installation on 3 drainage wells around the City plus a project contingency in the amount of $41,731, for a total cost of $459,040.

Continuing with the initiative to protect residents from tidal flooding within the City of Miami Beach, the Public Works Department is requesting an additional scope of work from Southern Underground Industries, Inc., for the installation of additional check valves on outfalls in various locations requiring protection from tidal flooding including: Sunset Islands 1 & 2, Palm and Hibiscus Islands and, North Bay Road, and repair of broken stormwater pipes. Southern Underground Industries, Inc. shall provide all necessary labor and equipment for the installation.

THE ADMINISTRATION RECOMMENDS ADOPTING THE RESOLUTION.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1	$251,000	432-2454-061357	
2	$207,000	432-2454-069357	
3	$482,588	Stormwater Bond Series 2015	
Total	$940,588		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Eric Carpenter, Public Works X6012

Sign-Offs:

Department Director	Assistant City Manager	City Manager
ETC	ETC	JLM

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MIAMIBEACH

AGENDA ITEM R7W

DATE 12-9-15

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: December 09, 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 No. 4 TO SOUTHERN UNDERGROUND INDUSTRIES, INC., DATED NOVEMBER 17, 2015 (THE AGREEMENT); SAID CHANGE ORDER IN THE AMOUNT OF $855,080 PLUS A PROJECT CONTINGENCY IN THE AMOUNT OF $85,508; FOR A TOTAL COST OF $940,588; FOR INSTALLATION OF ADDITIONAL CHECK VALVES ON OUTFALLS IN VARIOUS LOCATIONS REQUIRING PROTECTION FROM TIDAL FLOODING INCLUDING: SUNSET ISLANDS 1 AND 2, PALM AND HIBISCUS ISLANDS AND NORTH BAY ROAD AND REPAIR OF BROKEN STORMWATER PIPES AT NORTH BAY ROAD 52ND AND 59TH STREETS.**

ADMINISTRATION RECOMMENDATION

The Administration recommends adopting the Resolution

FUNDING

$251,000	432-2454-061357
$207,000	432-2454-069357
$482,588	Stormwater Bond Series 2015
$940,588	Total

BACKGROUND

Pursuant to Invitation to Bid (ITB) 2014-087-SR for the Citywide Tidal Flooding Mitigation Project, at its April 9, 2014 meeting, the City Commission authorized an award for construction contract with Southern Underground Industries, Inc. in the amount of $788,315.00.

At the August 28, 2014 meeting, the City Commission approved Amendment No. 1 to the Agreement, in the amount of $661,980, plus a project contingency in the amount of $88,019.50, for a total cost of $750,000, for additional scope of work including: engineering services, temporary pump station drainage structures, the installation of drainage pipe, and check valves

for existing outfalls citywide. At the February 12, 2015 meeting, the City Commission approved Amendment No. 2 to the Agreement, in the amount of $180,000 to extend the services citywide, plus a project contingency in the amount of $30,000, for a total cost of $210,000. At the June 09, 2015 meeting, the City Commission approved Amendment No. 3 to the Agreement, in the amount of $417,309 to further extend the services citywide including Indian Creek from 26th to 41st Streets and, trial installation on 3 drainage wells around the City plus a project contingency in the amount of $41,731, for a total cost of $459,040.

Continuing with the initiative to protect residents from tidal flooding within the City of Miami Beach, the Public Works Department is requesting an additional scope of work from Southern Underground Industries, Inc., for the installation of additional check valves on outfalls in various locations requiring protection from tidal flooding including: Sunset Islands 1 & 2, Palm and Hibiscus Islands and, North Bay Road, and repair of broken stormwater pipes at North Bay Road 52nd and 59th Streets. Southern Underground Industries, Inc. shall provide all necessary labor and equipment for the installation.

COST ANALYSIS

Southern Underground Industries, Inc. has submitted a cost proposal in the amount of $855,080 (ATTACHMENT) for the installation of additional check valves on outfalls in various locations requiring protection from tidal flooding. A base project contingency of 10% in the amount of $85,508 has been added, totaling a construction cost of $940,588.

This cost proposal has been submitted to the Public Works Department for further review and recommendation. City staff reviewed the proposal and found that the amount was fair and reasonable.

CONCLUSION

The Administration recommends adopting the Resolution.

Attachments – Southern Underground Industries, Inc. Cost Proposal dated 11/18/2015

JLM/ETC/KF/BAM/WRB/EE

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SOUTHERN
UNDERGROUND
INDUSTRIES

November 18, 2015

Mr. Eugene Egemba, P.E.
City of Miami Beach Public Works Department
1700 Convention Center Dr.
Miami Beach, FL 33139

Project: City Wide High Tide Mitigation Project

Re: Change Order #4 Proposal, Additional Valves Throughout

Mr. Egemba,

As per your request, Southern Underground Industries has prepared the following proposal for the additional valves necessary to mitigate the tidal effects most recently noted in the recent high tide events during September and October. As per the attached breakdown, we propose that the following scope of work be added to the City Wide High Tide Mitigation Project.

- **Installation Additional Inline Check Valves on 63 additional areas.**
  See attached detailed list.

  SUBTOTAL = $824,600.00

- **Repair Drainage System on 52nd and 59th Street on North Bay Road.**
  Upon further investigation we found that there are broken drainage pipes at these 2 intersections within the intersection which is allowing groundwater to enter the system which is otherwise protected by valves already installed. See attached proposal.

  SUBTOTAL = $30,480.00

Based on this scope of work and as per the attached detailed breakdown, Southern Underground Industries proposes to complete this work for a lump sum price of $855,080.00 and we would recommend that a 10% contingency be added to this change order for unforeseen changes which would require resolution, bringing the total proposal amount to **$940,588.00** and will need 3-4 weeks to procure the necessary materials to begin work which should take approximately 60-75 days to complete. Feel free to call me with any questions regarding this proposal. Thank you for the opportunity.

Sincerely,

Juan Barreneche, P.E., Vice President

3075 NW South River Drive, Miami, FL 33142 (954)650-4699

CRITICAL OUTFALL AND PLANNED ACTION FOR HIGH TIDE OF 27TH OCTOBER 2015

S/NO	SIZE	ADDRESS	STREET	COST
1	24	5600	NORTH BAY RD	$ 14,400.00
2	19	5600	NORTH BAY RD	$ 13,000.00
3	48	4350	NORTH BAY RD	$ 53,000.00
4	15	1045	DADE BLVD	$ 11,000.00
5	24	1350	W 29 ST	$ 14,400.00
6	10	2702	ALTON RD	$ 5,100.00
7	18	2835	N VIEW DRIVE	$ 12,500.00
8	18	1360	W 29 ST	$ 12,500.00
9	17	1401	N VIEW DRIVE	$ 12,100.00
10	15	2767	SUNSET DR	$ 11,000.00
11	11	2767	SUNSET DR	$ 5,600.00
12	16	1834	W 25 ST	$ 11,500.00
13	7	1652	W 25 ST	$ 3,700.00
14	14	2581	LAKE AVE	$ 10,100.00
15	8	1821	W 27 ST	$ 3,900.00
16	18	1635	W 27 ST	$ 12,500.00
17	16	1820	W 25 ST	$ 11,600.00
18	8	2277	SUNSET DR	$ 3,900.00
19	8	1400	W 23 ST	$ 3,900.00
20	8	1839	W 24 ST	$ 3,900.00
21	8	1291	W 24 ST	$ 3,900.00
22	10	1635	W 22 ST	$ 5,100.00
23	12	319	N HIBISCUS DR	$ 6,800.00
24	6	227	N HIBISCUS DR	$ 3,500.00
25	10	207	N HIBISCUS DR	$ 5,100.00
26	10	163	N HIBISCUS DR	$ 5,100.00
27	12	6	S HIBISCUS DR	$ 6,600.00
28	12	206	S HIBISCUS DR	$ 6,600.00
29	12	23	PALM AVE	$ 6,600.00
30	14	230	S COCONUT LANE	$ 10,100.00
31	30	265	N COCONUT LANE	$ 24,800.00
32	40	7220	RUE NOTRE DAME	$ 39,500.00
33	15	1795	RUE GRANVILLE	$ 11,000.00
34	12	1795	RUE GRANVILLE	$ 6,600.00
35	48	7300	TROUVILLE ESPLANADE	$ 53,000.00
36	36	1780	LENOX AVE	$ 31,000.00
37	10	841	19TH ST	$ 5,100.00
38	18	1835	MICHIGAN AVE	$ 12,500.00
39	24	7890	TATUM WATERWAY DR	$ 14,400.00
40	15	8080	TATUM WATERWAY DR	$ 11,000.00
41	15	1920	MERIDIAN AVE	$ 11,000.00
42	18	933	W 48TH ST	$ 12,500.00
43	18	3310	GARDEN AVE	$ 12,500.00
44	18	1401	N VIEW DR	$ 12,500.00
45	12	839	73RD ST	$ 6,600.00
46	18	6301	PINE TREE DR	$ 12,500.00
47	18	8640	BYRON AVE	$ 12,500.00
48	18	8080	TATUM WATERWAY DR	$ 12,500.00
49	21	8000	TATUM WATERWAY DR	$ 13,700.00
50	18	7796	TATUM WATERWAY DR	$ 12,500.00
51	20	8460	BYRON AVE	$ 13,100.00
52	12	4035	N MERIDIAN AVE	$ 6,600.00
53	30	3921	N MERIDIAN AVE	$ 24,800.00
54	24	4601	N MERIDIAN AVE	$ 14,400.00
55	24	4631	N MERIDIAN AVE	$ 14,400.00
56	14	1200	BAY DRIVE	$ 10,100.00

57	24	3180	N BAY RD (South of Bridge)	$	14,400.00
58	10	5685	ALTON RD	$	5,100.00
59	10	5630	N BAY RD	$	5,100.00
60	15	7251	RAYMOND ST	$	11,000.00
61	18	7349	WAYNE AVE	$	12,500.00
62	24	7440	WAYNE AVE	$	14,400.00
63	54	3180	N BAY RD (North of Bridge)	$	58,000.00
		3310	GARDEN AVE STREET END	$	4,000.00

TOTAL - ADDITIONAL VALVES $ 824,600.00

TOTAL

PROPOSAL BREAKDOWN: Repairs to Stormwater System at 59 St and 52 ST on North Bay Road

Miami Beach - Citywide High Tide Mitigation Project

Description	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
SCOPE #1 - Repair Drainage, provide pump port, and Offset Water Main at 59 Street and North Bay Road.				
Mobilization	1.0	LS	$ 1,500.00	$ 1,500.00
Install Pump Port in Swale over Outfall Pipe	1.0	LS	$ 2,300.00	$ 2,300.00
Turbidity Curtain	1.0	LS	$ 290.00	$ 290.00
MOT	1.0	LS	$ 1,500.00	$ 1,500.00
Temporary Plug Outfall & Upstream Pipe	1.0	EA	$ 800.00	$ 800.00
Preliminary Field Investigations	1.0	LS	$ 725.00	$ 725.00
F&I Offset 6" Water Main (6" DIP, 6" Offsets, & 6" Sleeves)	1.0	EA	$ 4,800.00	$ 4,800.00
Remove & Replace Drainage Pipe w/ 20LF-30" HDPE	1.0	LS	$ 4,500.00	$ 4,500.00
F&I Limerock & Asphalt Patch (approx. 50 SY)	1.0	LS	$ 2,500.00	$ 2,500.00
Subtotal #1			**$ 18,915.00**	
SCOPE #2 - Repair Drainage and provide pump port at 52 Street and North Bay Road.				
Mobilization	1.0	LS	$ 1,500.00	$ 1,500.00
Install Pump Port in Easement over Outfall Pipe	1.0	LS	$ 2,300.00	$ 2,300.00
Turbidity Curtain	1.0	LS	$ 290.00	$ 290.00
MOT	1.0	LS	$ 1,200.00	$ 1,200.00
Temporary Plug Outfall & Upstream Pipe	1.0	EA	$ 800.00	$ 800.00
Preliminary Field Investigations	1.0	LS	$ 725.00	$ 725.00
Remove & Replace Drainage Pipe w/ 20LF-8" HDPE	1.0	LS	$ 3,500.00	$ 3,500.00
F&I Limerock & Asphalt Patch (approx. 25 SY)	1.0	LS	$ 1,250.00	$ 1,250.00
Subtotal #2			**$ 11,565.00**	

TOTAL FOR BOTH REPAIRS **$ 30,480.00**

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 CHANGE ORDER NO. 4 TO THE CONSTRUCTION CONTRACT DATED APRIL 9, 2014, WITH SOUTHERN UNDERGROUND INDUSTRIES, INC., FOR THE IMPLEMENTATION OF THE CITY'S "TIDAL FLOODING MITIGATION PROJECT" (THE AGREEMENT); SAID CHANGE ORDER NO. 4, IN THE AMOUNT OF $855,080 FOR CONSTRUCTION SERVICES, PLUS A PROJECT CONTINGENCY, IN THE AMOUNT OF $85,508, FOR A TOTAL COST OF $940,588, TO ALLOW THE INSTALLATION OF ADDITIONAL CHECK VALVES ON OUTFALLS IN VARIOUS LOCATIONS REQUIRING PROTECTION FROM TIDAL FLOODING ISSUES ON SUNSET ISLANDS 1 AND 2, PALM AND HIBISCUS ISLANDS, AND NORTH BAY ROAD; AND TO REPAIR BROKEN STORMWATER PIPES AT NORTH BAY ROAD, BETWEEN 52ND AND 59TH STREETS.

WHEREAS, at its April 9, 2014 meeting, the City Commission authorized an award of a construction contract with Southern Underground Industries (Southern Underground), in the amount of $788,315.00, pursuant to Invitation to Bid (ITB) No. 2014-087-SR, for the implementation of the City's "Tidal Flooding Mitigation Project" (the Agreement); and

WHEREAS, at its August 28, 2014 meeting, the City Commission approved Change Order No. 1 to the Agreement, in the amount of $661,980, for construction services, plus a project contingency in the amount of $88,019.50, for a total cost of $750,000, for an enhanced scope of work, including engineering services, temporary pump station drainage structures, the installation of drainage pipe, and check valves for existing outfalls Citywide; and

WHEREAS, at its February 12, 2015 meeting, the City Commission approved Change Order No. 2 to the Agreement, in the amount of $180,000, to extend the installations of check valves Citywide, plus a project contingency in the amount of $30,000, for a total cost of $210,000; and

WHEREAS, at the June 09, 2015 meeting, the City Commission approved Change Order No. 3 to the Agreement, in the amount of $417,309, to further extend the services Citywide including Indian Creek, from 26th to 41st Streets and, for a trial installation of valves on three drainage wells around the City, plus a project contingency in the amount of $41,731, for a total cost of $459,040; and

WHEREAS, continuing with the initiative to protect residents from tidal flooding within the City of Miami Beach, the Public Works Department is requesting an additional scope of work from Southern Underground for the installation of additional check valves on outfalls in various locations requiring protection from tidal flooding including: Sunset Islands 1 & 2, Palm and Hibiscus Islands, and North Bay Road; and to repair broken stormwater pipes at North Bay Road between 52nd and 59th Streets; and

WHEREAS, Southern Underground has submitted a cost proposal, in the amount of $855,080, and a project contingency of 10%, in the amount of $85,508, for a total change order in the amount of $940,588, for the additional scope of work.

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 Change Order No. 4 to the Construction Contract dated April 9, 2014, with Southern Underground Industries, Inc., for the implementation of the City's "Tidal Flooding Mitigation Project" (the Agreement); said Change Order No. 4, in the amount of $855,080 for construction services, plus a project contingency, in the amount of $85,508, for a total cost of $940,588, to allow the installation of additional check valves on outfalls in various locations requiring protection from tidal flooding issues on Sunset Islands 1 and 2, Palm and Hibiscus Islands, and North Bay Road; and to repair broken stormwater pipes at North Bay Road, Between 52nd and 59th Streets.

PASSED AND ADOPTED this 9 day of December, 2015.

ATTEST:

Philip Levine, Mayor

Rafael Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney

11/24/15
Date

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Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CONTINUATION OF THE CURRENT STANDARD SOFTWARE MAINTENANCE CONTRACT WITH NEW WORLD SYSTEMS CORPORATION, ON A MONTH-BY-MONTH BASIS, COMMENCING JANUARY 1, 2016, ON THE SAME TERMS AND CONDITIONS, SUBJECT TO TERMINATION FOR CONVENIENCE WITHOUT CAUSE BY THE CITY MANAGER, UNTIL COMPLETION OF CURRENT NEGOTIATIONS FOR A SUBSEQUENT AGREEMENT OR THE IDENTIFICATION OF AN ALTERNATIVE SERVICE PROVIDER.

Key Intended Outcome Supported:

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

Item Summary/Recommendation:

In February of 2008, the City of Miami Beach entered into a five (5) year Standard Software Maintenance Contract with New World Systems Corporation (NWS). This Contract covers software maintenance for all aspects of the Computer Aided Dispatch (CAD) system. A two year extension was negotiated in 2013 and is due to expire at midnight on December 31st, 2015.

Effective maintenance of the CAD system is critical to the operational and planning activities of the Police Department, Fire Department and Emergency Management. NWS is the producer of the City's current CAD system; therefore, maintenance for the current system is only available from NWS. The belief among City public safety departments is that replacing the CAD system at this time would be highly disruptive to the City's public safety operations. Therefore, to secure a mutually beneficial contract for ongoing support and maintenance of the current CAD system, representatives from the relevant departments (Police, Fire and Emergency Management) are currently in negotiations with NWS regarding a new contract to replace the existing one. However, before agreeing to a replacement contract, a number of ongoing support issues were identified, including:

1. Reducing the annual contract increase from 5% to 3%.
2. Adding 24/7 emergency support for the Law Enforcement Records Management System (LERMS).
3. Adding an Effective Response Force (ERF) function for the Fire Department.

City representatives from the relevant departments believe that NWS has effectively addressed all issues identified during the negotiations for a replacement contract, with the exception of how it will address the desired ERF functionality (Point 3 above). ERF is an asset monitoring and utilization tool that is required by the Fire Department in order to maintain its national accreditation. NWS does not have the required functionality within its existing software system; therefore, it will need to develop, and implement, the new system over the forthcoming months to ensure the City's requirements are met.

The City Manager recommends that the Mayor and City Commission approve the Resolution authorizing the month-to-month extension of the existing contract with New World Systems until successful negotiations with New World Systems can be completed or until the City can identify another provider for the system and services currently acquired from New World Systems. Additionally, the City Manager is seeking discussion and guidance by the Mayor and City Commission relative to contract negotiations with New World Systems or releasing a subsequent RFQ for the replacement of the current CAD system.

RECOMMENDATION

Approve the Resolution.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
	1			
	2			
	Total			

Financial Impact Summary: The monthly cost of the maintenance of the CAD system is approximately $24,727.00 funded through previously approved IT software maintenance budgets.

City Clerk's Office Legislative Tracking:

Alex Denis, Daniel Oates

Sign-Offs:

Department Director	Assistant City Manager	City Manager
DO DJC AD	MT	JLM

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Agenda Item R7X
Date 12-9-15

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 L. Morales, City Manager

DATE: December 9, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CONTINUATION OF THE CURRENT STANDARD SOFTWARE MAINTENANCE CONTRACT WITH NEW WORLD SYSTEMS CORPORATION, ON A MONTH-BY-MONTH BASIS, COMMENCING JANUARY 1, 2016, ON THE SAME TERMS AND CONDITIONS, SUBJECT TO TERMINATION FOR CONVENIENCE WITHOUT CAUSE BY THE CITY MANAGER, UNTIL COMPLETION OF CURRENT NEGOTIATIONS FOR A SUBSEQUENT AGREEMENT OR THE IDENTIFICATION OF AN ALTERNATIVE SERVICE PROVIDER.**

ADMINISTRATION RECOMMENDATION

The Resolution is approved.

HISTORY / BACKGROUND

In February of 2008, the City of Miami Beach entered into a five (5) year Standard Software Maintenance Contract with New World Systems Corporation (NWS). This Contract covers software maintenance for all aspects of the Computer Aided Dispatch (CAD) system. A two year extension was negotiated in 2013 and is due to expire at midnight on December 31st, 2015.

Effective maintenance of the CAD system is critical to the operational and planning activities of the Police Department, Fire Department and Emergency Management. NWS is the producer of the City's current CAD system; therefore, maintenance for the current system is only available from NWS. The belief among City public safety departments is that replacing the CAD system at this time would be highly disruptive to the City's public safety operations. Therefore, to secure a mutually beneficial contract for ongoing support and maintenance of the current CAD system, representatives from the relevant departments (Police, Fire and Emergency Management) are currently in negotiations with NWS regarding a new contract to replace the existing one. However, before agreeing to a replacement contract, a number of ongoing support issues were identified, including:

1 Reducing the annual contract increase from 5% to 3%.

2 Adding 24/7 emergency support for the Law Enforcement Records Management System (LERMS).
3 Adding an Effective Response Force (ERF) function for the Fire Department.

City representatives from the relevant departments believe that NWS has effectively addressed all issues identified during the negotiations for a replacement contract, with the exception of how it will address the desired ERF functionality (Point 3 above). ERF is an asset monitoring and utilization tool that is required by the Fire Department in order to maintain its national accreditation. NWS does not have the required functionality within its existing software system; therefore, it will need to develop, and implement, the new system over the forthcoming months to ensure the City's requirements are met.

CITY MANAGER RECOMMENDATION

The City Manager recommends that the Mayor and City Commission approve the Resolution authorizing the month-to-month extension of the existing contract with New World Systems until successful negotiations with New World Systems can be completed or until the City can identify another provider for the system and services currently acquired from New World Systems. Additionally, the City Manager is seeking discussion and guidance by the Mayor and City Commission relative to contract negotiations with New World Systems or releasing a subsequent RFQ for the replacement of the current CAD system.

JLM / DO / DW / AD
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RESOLUTION TO BE SUBMITTED

COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Approving A Termination And Release Agreement ("Termination Agreement") By And Between The City Of Miami Beach ("City") And Brian Tolle ("Artist").

Key Intended Outcome Supported:

N/A

Supporting Data (Surveys, Environmental Scan, etc N/A

Item Summary/Recommendation:

In March 2005, with direction from the City Administration, the Art in Public Places (AiPP) Committee embarked on commissioning an original work of art in conjunction with the re-design and renovation of Collins Park. The objective was for the commissioned work to be interactive and within the project budget of $250,000. On September 6, 2006, the City Commission adopted Resolution No. 2006-26317 approving the selection of a public art commission for Collins Park, entitled "Maze", as recommended by the AiPP Committee and the Neighborhoods/Community Affairs Committee; further authorizing the Mayor and the City Clerk to execute a contract with the artist, Brian Tolle, in the amount of $250,000, for design, creation and installation of the aforestated work of art. Subsequently, the City Commission adopted Resolution No. 2008-26739, which appropriated an additional $109,920 related to increased material costs, and other additional increases related to unavoidable costs due to project implementation delays. This approval brought the total project cost to $359,920.

The work encountered a number of issues that the parties tried over the years to address. Among the issues were problems with the powder coating that was soluble, and thus graffiti could not be removed without damaging the installation. Both the City and the Artist have disputed the issues and have been unable to resolve the claims. Separate and apart from being vandalized by graffiti, the work was also damaged by segways and bicycles that attempted to ride through the piece. Homeless were regularly sleeping in the artwork and defecating in the pieces, which created safety concerns for the public since the sculpture is interactive and the artwork was intended for visitors to walk through its labyrinth-like structure.

This then elicited complaints from the neighborhood and the City was unable to patrol it frequently enough to prevent these problems. Based on these issues and the ongoing dispute with the artist, the City de-installed the work. The Administration and AiPP Committee discussed alternate locations for the work, but were unable to identify another location that would not have the same social issues. On February 25, 2014, the City notified Artist that the artwork was going to be de-installed, under the supervision of Rosa Lowinger & Associates and Museo Vault, museum-trained staff of experienced art handlers and fine art movers. The work was then stored at the Miami Beach Convention Center.

In light of the upcoming renovation and expansion of the Miami Beach Convention Center, the City needs to remove the Work from its current temporary location at the MBCC, and either incurs significant costs for on-going storage of the Work on an indefinite basis, or dispose of the Work consistent with the City's agreement with the Artist. Therefore, the Administration believes it is in the best interest of the City to dispose of the work. Both parties have since agreed, in an effort to resolve the dispute, to the attached Termination and Release Agreement.

The Bass Museum has generously agreed to fund and donate the purchase of a new work of art by an international artist for the park. Although the original project was not successful for a variety of reason, city staff was able to identify a replacement at no cost to the City.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1		
OBPI	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Max Sklar

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

AGENDA ITEM R7Y

DATE 12-9-15

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: December 9, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING A TERMINATION AND RELEASE AGREEMENT ("TERMINATION AGREEMENT") BY AND BETWEEN THE CITY OF MIAMI BEACH ("CITY") AND BRIAN TOLLE ("ARTIST").**

ADMINISTRATION RECOMMENDATION

Adopt the resolution and approve the termination and release agreement.

BACKGROUND

In March 2005, with direction from the City Administration, the Art in Public Places (AiPP) Committee embarked on commissioning an original work of art in conjunction with the re-design and renovation of Collins Park. The objective was for the commissioned work to be interactive and within the project budget of $250,000.

On September 6, 2006, the City Commission adopted Resolution No. 2006-26317 approving the selection of a public art commission for Collins Park, entitled "Maze", as recommended by the AiPP Committee and the Neighborhoods/Community Affairs Committee; further authorizing the Mayor and the City Clerk to execute a contract with the artist, Brian Tolle, in the amount of $250,000, for design, creation and installation of the aforestated work of art; and further approving funds, in an amount not to exceed $250,000. Subsequently, the City Commission adopted Resolution No. 2008-26739, which appropriated an additional $109,920 related to increased material costs, and other additional increases related to unavoidable costs due to project implementation delays. This approval brought the total project cost to $359,920.

The work encountered a number of issues that the parties tried over the years to address. Among the issues were problems with the powder coating that was soluble, and thus graffiti could not be removed without damaging the installation. Both the City and the Artist have disputed the issues and have been unable to resolve the claims. Separate and apart from being vandalized by graffiti, the work was also damaged by segways and bicycles that attempted to ride through the piece. Homeless were regularly sleeping in the artwork and defecating in the pieces, which created safety concerns for the public since the sculpture is interactive and the artwork was intended for visitors to walk through its labyrinth-like structure.

This then elicited complaints from the neighborhood and the City was unable to patrol it frequently enough to prevent these problems. Based on these issues and the ongoing dispute with the artist, the City de-installed the work. The Administration and AiPP Committee discussed alternate locations for the work, but were unable to identify another location that would not have the same social issues.

On February 25, 2014, the City notified Artist that the artwork was going to be de-installed, under the supervision of Rosa Lowinger & Associates and Museo Vault, museum-trained staff of experienced art handlers and fine art movers. The work was then stored at the Miami Beach Convention Center.

In light of the upcoming renovation and expansion of the Miami Beach Convention Center, the City needs to remove the Work from its current temporary location at the MBCC, and either incurs significant costs for on-going storage of the Work on an indefinite basis, or dispose of the Work consistent with the City's agreement with the Artist. Therefore, the Administration believes it is in the best interest of the City to dispose of the work.

Both parties have since agreed, in an effort to resolve the dispute, to the attached Termination and Release Agreement. Both parties mutually release each other of all claims and of any further rights or obligations under the Commission Agreement. This resolution is consistent with the original Commission Agreement, which specifies in Article 8, that if the artwork is to be removed from the Site, City shall offer the Artists the option of removing the artwork at no charge to the Artist provided the Artist move or transport the artwork at his sole cost and expense.

Once a settlement was reached with the Artist, the City and the Bass Museum began discussions to find a replacement artwork for Collins Park. The Bass Museum has generously agreed to fund and donate the purchase of a new work of art by an international artist for the park. The donation will be considered by the AiPP Committee and Historic Preservation Board in December and will be brought before the City Commission for consideration in January. Although the original project was not successful for a variety of reason, city staff was able to identify a replacement at no cost to the City.

CONCLUSION

The City Administration recommends the City Commission adopt the resolution and approve the attached Termination and Release Agreement.

JLM/KGB/MAS
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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 A TERMINATION AND RELEASE AGREEMENT ("TERMINATION AGREEMENT") BY AND BETWEEN THE CITY OF MIAMI BEACH ("CITY") AND BRIAN TOLLE ("ARTIST").

WHEREAS, on March 2005, with direction from the City Administration, the Art in Public Places (AiPP) Committee embarked on commissioning an internationally recognized artist that would create an original work of art in conjunction with the re-design and renovation of Collins Park; and

WHEREAS, on September 6, 2006, the City Commission adopted Resolution No. 2006-26317, authorizing the Mayor and City Clerk to execute a contract with the artist, Brian Tolle, in an amount not to exceed $250,000, for the design, creation, and installation of the aforestated work of art; and

WHEREAS, on January 16, 2008, the City Commission adopted Resolution No. 2008-26739, which appropriated an additional $109,920 related to increased material costs, and other additional increases related to unavoidable costs due to project implementation delays. This approval brought the total project cost to $359,920; and

WHEREAS, in 2014, based on various issues relating to the condition of the Work and complaints from residents with regard to public health and safety issues in connection with improper use of the Work by members of the general public, the City, through a professional conservator, de-installed the Work from the Site, and the Work was thereafter placed it in a storage facility at the Miami Beach Convention Center ("MBCC"); and

WHEREAS, the Art in Public Places Committee has reviewed the various issues relating to the Work on several occasions, and has concluded that even if the condition issues (i.e. relating to removal of graffiti) were resolved satisfactorily, there is no suitable alternative site within the City that would satisfactorily address the public health and safety issues surrounding the Work; and

WHEREAS, in view of the upcoming renovation and expansion of the Miami Beach Convention Center, the City needs to remove the Work from its current temporary location at the MBCC, and either incur significant costs for on-going storage of the Work on an indefinite basis, or dispose of the Work consistent with the City's agreement with the Artist;

WHEREAS, the parties desire to resolve their remaining disputes relating to the Commission Agreement and the Work, and in doing so, each party has compromised its respective positions in good faith.

WHEREAS, the proposed Termination and Release Agreement is attached as Exhibit "A" to the December 9, 2015 Commission Memorandum accompanying this Resolution.

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 and authorize the Mayor and City Clerk to execute a Termination and Release Agreement ("Termination Agreement") by and between the City of Miami Beach ("City") and 'Brian Tolle ("Artist").

PASSED and **ADOPTED** this 9th day of December, 2015.

PHILIP LEVINE, MAYOR

ATTESTED BY:

RAFAEL E. GRANADO, CITY CLERK

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney RAP 11/23/15
Date

TERMINATION AND RELEASE AGREEMENT

This Termination and Release Agreement ("Termination Agreement") is entered into as of July , 2015, by and between the City of Miami Beach ("City") and Brian Tolle ("Artist"). City and Artist are hereinafter together referred to as the "Parties."

I.
RECITALS

A. In 2008, the Parties entered into an Agreement between City of Miami Beach, Florida and Brian Tolle, Artist, For Commissioned Artwork at Collins Park, dated January 16, 2008 (the "Commission Agreement") for the creation and installation of an original work of art, subsequently entitled *Tempest* (the "Work").

B. In 2010, the Work was installed in Collins Park, located at 2100 Collins Avenue, Miami Beach, Florida (the "Site").

C. In 2014, based on various issues relating to the condition of the Work, the City engaged a professional conservator who supervised the de-installation of the Work from the Site, and the Work was thereafter placed it in a storage facility at the Miami Beach Convention Center (the "Storage Facility").

D. The parties desire to resolve their remaining disputes relating to the Commission Agreement and the Work, and in doing so, each party has compromised its respective positions in good faith.

E. By this Termination Agreement, the City and the Artist, in consideration of the mutual covenants contained herein, agree as follows:

II.
AGREEMENT

1. Definitions. All capitalized terms used herein that are not otherwise defined herein shall have the respective meanings ascribed to them in the Commission Agreement.

2. Termination. In consideration for the mutual release set forth herein and the return of the Work to the Artist as set forth in paragraph 3 below, the Commission Agreement shall terminate as of October 31, 2015 (the "Termination Date").

3. Return/Disposition of the Work.

a. The City will make the Work available to the Artist or his designee for inspection at the Storage Facility, provided such inspection must take place no later than October 31, 2015, at a mutually-agreeable date and time during the City's regular business hours.

b. Within fifteen (15) calendar days following the inspection performed pursuant to Section 3(a) above, the Artist shall inform the City of whether the Artist proposes to retake possession of the Work with no purchase required therefor; provided, however, that the Artist shall make all arrangements for, and pay all of the costs of, packing, removing and shipping or other transportation of the Work from the Storage Facility to its destination, at no expense to the City whatsoever ("Notice of Proposal").

c. If the City Commission, at its sole and absolute discretion, approves this Termination Agreement, the Artist must make all arrangements to coordinate the removal of the Work, and must complete the removal of the Work from the Storage Facility no later than thirty (30) calendar days following the City Commission's receipt of the Notice of Proposal.

d. If, on the other hand, the Artist elects not to retake possession of the Work, the Artist shall so inform the City in his Notice of Proposal and, following the City Commission's approval, if any, of this Termination Agreement and the execution by the Parties thereof, the City may thereafter arrange for the disposition, sale or destruction of the Work at its sole discretion and Artist waives and relinquishes all rights with respect thereto. In such event, without limiting any other intellectual property rights the Artist may have in and to the Work, the Artist may refabricate the Work for a new site, subject to the credit line set forth in Section 3(e) below.

e. In the event the Work is restored, resold, and/or displayed at a new location, or in the event a similar Work is refabricated for a new site, Artist agrees to provide the City with the following credit line: "This work was originally commissioned by the City of Miami Beach Art in Public Places."

f. Time is of the essence in the performance of Artist's obligations under this Termination Agreement. If Artist fails to perform the inspection within the time period specified in Section 3(a), or fails to provide the City with the Notice of Proposal within the time period specified in Section 3(b), or fails to remove the Work within the time period specified in Section 3(c), then Artist's failure to strictly comply with the foregoing deadlines shall be deemed a conclusive waiver of Artist's right to inspect and/or retake possession of the Work. Artist's failure to act within the time periods specified in this Termination Agreement shall constitute a waiver and/or relinquishment of all rights specified herein or otherwise with respect to the disposition of the Work, and City may thereafter either retain possession of the Work, or sell, dispose or destroy the Work at its sole discretion.

4. Mutual Release of All Claims

a. In consideration of this Termination Agreement, Artist hereby releases the City, and its respective officers, commissioners, employees, agents, units, instrumentalities, successors and assigns (the "City Released Parties") from and against, and also waives and relinquishes any and all rights to, all claims, direct and indirect costs, damages, liability, interest, disputes or causes of action of whatever nature or kind it has or may have, whether

known or unknown, against the City Released Parties arising out of or relating to the Commission Agreement, the Work and/or the condition or use thereof.

b. In consideration of this Termination Agreement, the City hereby releases the Artist and his employees, agents, successors and assigns (the "Artist Released Parties") from and against, and also waives and relinquishes any and all rights to, all claims, direct and indirect costs, damages, liability, interest, disputes or causes of action of whatever nature or kind it has or may have, whether known or unknown, against the Artist Released Parties arising out of or relating to the Commission Agreement, the Work and/or the condition or use thereof.

5. Continuing Obligations/Release. The Parties acknowledge and agree (A) neither party shall have any further rights or obligations under the Commission Agreement from and after the Termination Date.

6. Miscellaneous Provisions.

(a) Severability. If any provision of this Termination Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

(b) Governing Law. This Termination Agreement shall be governed and interpreted by the laws of the State of Florida, without regard to conflicts of law rules. 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 be in Miami-Dade County, Florida. Artist irrevocably submits itself to the original and exclusive jurisdiction and venue of the Circuit Court of Miami-Dade County, Florida, with regard to any controversy in any way relating to the award, execution or performance of this Termination Agreement.

(c) **WAIVER OF JURY TRIAL. BY ENTERING INTO THIS TERMINATION AGREEMENT, THE CITY AND ARTIST EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THE TERMINATION AGREEMENT, THE COMMISSION AGREEMENT OR THE WORK.**

(d) Entire Agreement, Amendments. This Termination Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof except as set forth specifically herein or contemplated hereby. No supplement, modification or waiver of this Termination Agreement shall be binding unless executed in writing by the Party to be bound thereby.

(e) The parties accept the terms of this Termination and Release Agreement, and have agreed to its terms solely for their own convenience, without admitting any liability with respect thereto.

7. City Commission Approval. This Termination Agreement is subject to and contingent upon approval by the Mayor and City Commission of the City of Miami Beach, Florida, at its sole and absolute discussion.

IN WITNESS WHEREOF, each of the Parties has caused this Termination Agreement to be signed and delivered by its duly authorized officer as of the date first written above.

CITY OF MIAMI BEACH, FLORIDA

By: _____
Jimmy L. Morales
City Manager

Approved for form and legal sufficiency

By: _____ 8-25-05
City Attorney RAP

BRIAN TOLLE

By: _____ August 28, 2015
Brian Tolle
Artist

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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. 3 To The Construction Contract Between The City Of Miami Beach, Florida, And Lanzo Construction Co., Florida, For The Construction Of The City Of Miami Beach Right-Of-Way Infrastructure Improvement Program, Venetian Islands Bid Package 13C (Project), Dated March 13, 2013 (The Contract); The Change Order Includes: 1) Construction Work Associated With Six (6) New Stormwater Pump Stations That Meet The Enhanced Stormwater Criteria In The Not-To-Exceed Amount Of $12,257,864 Plus Time Extension Of 365 Calendar Days Required To Complete This Work Within San Marino, Dilido And Rivo Alto Islands ; And 2) Increasing The Owner's Contingency In The Amount Of $1,225,787; The Resulting Amount Of $13,483,651 Will Be Added To The Construction Contract.

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:

On March 13th, 2013, pursuant to Invitation to Bid (ITB) No. 49-11/12, for the Right-of-Way Infrastructure Improvement Program – Venetian Islands Bid Package 13C, the City Commission approved Resolution No. 2013-28163, recommending the award of a construction contract to Lanzo Construction Co. Florida, (Lanzo) for a total construction cost of $11,373,491 including contingency.

On February 12, 2014, the City Commission approved Resolution 2014-28491, recommending Change Order No. 1 to the construction contract with Lanzo, for a total of $215,085 including contingency.

On February 12, 2014, as recommended by the Mayor's Blue Ribbon Panel on Flooding and Sea Level Rise and the Flooding Mitigation Committee, the City Commission approved Resolution 2014-28499 to amend the City's Storm Water Management Master Plan. The new criteria required the Engineer of Record, Schwebke-Shiskin & Associates (SS&A) to revise the design.

SS&A completed their redesign and negotiations began with Lanzo. The City retained AECOM to assist in the implementation of a citywide comprehensive flood management plan and to review stormwater improvement plans prepared by the City's Consultants. Based on the comments issued by the City Engineer, SS&A was directed to again revise the stormwater drainage plans to meet the new criteria implemented by the City Engineer and AECOM.

Once the redesign was completed, CIP contacted the twelve property owners that reside adjacent to the six easements where the stormwater pump stations are proposed to be located. The residents expressed great concern on the visual impacts from the proposed structures and equipment components associated with the pump station installations.

On May 6, 2015, the City Commission adopted Resolution No. 2015-29022 approving Change Order No. 2 to the construction contract with Lanzo, for the drainage conveyance construction work associated with the enhanced stormwater criteria in the not-to-exceed amount of $4,499,103 including contingency and a time extension of 422 calendar days.

On September 16, 2015, the City met with residents and their representatives that reside adjacent to the proposed pump stations to demonstrate the key improvements to the design in order to address the noted concerns brought to the City on April 1, 2015. SS&A enumerated each item where improvements were made to the current design showing reduction of overall panel height, removal of all raised platforms and separation of electrical panels from adjoining property, to allow a buffer for landscape screening. The residents in attendance requested that the City of Miami Beach attempt to relocate the proposed pump stations to the Venetian Causeway Right-Of-Way. The Causeway is under the jurisdiction of the Miami-Dade Public Works Department.

On October 8, 2015, the City and members of the Venetian Neighborhood met with Miami-Dade County Public Works staff to determine if installing the stormwater pumps along the Venetian Causeway would be a viable solution. The City and Miami-Dade Public Works staff discussed various options and concluded that the placement of several pump stations and related appurtenances and piping on the Venetian Causeway would require extensive due diligence, relocation of a multitude of utilities and could have significant structural impact on the bridge abutments.

At the City's direction, SS&A analyzed four alternative solutions for the placement of the pump systems along with equipment and components to discharge the stormwater to the bay and a fifth alternative to maintain the stormwater drainage system as a gravity discharge (if none of the four alternatives were chosen). However, we do not believe there is currently a viable alignment for the proposed improvements on the Venetian Causeway

The recommended alternative is the installation of six pump stations at the existing streets and easements. This alternative remains the most viable because it is the most cost effective, is the current design, it would take the shortest time for completion, is best engineering practice to locate the pump station as close to the discharge point as possible, and it meets the enhanced stormwater criteria. As such, Lanzo has presented a proposal for Change Order No.3 at a cost of $12,257,864, plus 10% contingency $1,225,787, for a total price of $13,483,651 and a time extension of 365 days beyond the current project completion date of March 1, 2016. After numerous cost reviews and negotiation, SS&A and the administration have found the proposal acceptable and recommend approval of the change order.
The Administration recommends approval of the resolution.

Advisory Board Recommendation: N/A

Financial Information:

Source of Funds:		Amount	Account
	1	$ 1,950,366	432-2127-069357 Stormwater Bonds Reso No. 2015-28988
	2	$ 11,533,285	Stormwater Master Plan Program
OBPI	Total	$ 13,483,651	

Financial Impact Summary: N/A

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager
DM	ETC	JLM

T:\AGENDA\2015\December\CIP\Lanzo C.O\ITB 49-11-12 - Venetian Islands ROW - Summary.docx

MIAMIBEACH

AGENDA ITEM R7Z
DATE 12-9-15

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: December 9, 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. 3 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF MIAMI BEACH, FLORIDA, AND LANZO CONSTRUCTION CO., FLORIDA, FOR THE CONSTRUCTION OF THE CITY OF MIAMI BEACH RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENT PROGRAM, VENETIAN ISLANDS BID PACKAGE 13C (PROJECT), DATED MARCH 13, 2013 (THE CONTRACT); THE CHANGE ORDER INCLUDES: 1) CONSTRUCTION WORK ASSOCIATED WITH SIX (6) NEW STORMWATER PUMP STATIONS THAT MEET THE ENHANCED STORMWATER CRITERIA IN THE NOT-TO-EXCEED AMOUNT OF $12,257,864 PLUS TIME EXTENSION OF 365 CALENDAR DAYS REQUIRED TO COMPLETE THIS WORK WITHIN SAN MARINO, DILIDO AND RIVO ALTO ISLANDS; AND 2) INCREASING THE OWNER'S CONTINGENCY IN THE AMOUNT OF $1,225,787; THE RESULTING AMOUNT OF $13,483,651 WILL BE ADDED TO THE CONSTRUCTION CONTRACT.**

ADMINISTRATION RECOMMENDATION

The Administration recommends adopting the Resolution.

KEY INTENDED OUTCOME

Build and maintain priority infrastructure with full accountability.

FUNDING

$ 1,950,366	Stormwater Bonds Reso No. 2015-28988
$ 11,533,285	Stormwater Master Plan Program
$ 13,483,651	Total

BACKGROUND

On March 13th, 2013, pursuant to Invitation to Bid (ITB) No. 49-11/12, for the Right-of-Way Infrastructure Improvement Program – Venetian Islands Bid Package 13C, the City Commission approved Resolution No. 2013-28163, recommending the award of a construction contract to Lanzo Construction Co. Florida, (Lanzo) in the amount of $11,373,491 including contingency.

On February 12, 2014, the City Commission approved Resolution 2014-28491, recommending Change Order No. 1 to the construction contract with Lanzo, for a total of $215,085 including contingency.

On February 12, 2014, as recommended by the Mayor's Blue Ribbon Panel on Flooding and Sea Level Rise and the Flooding Mitigation Committee, the City Commission approved Resolution 2014-28499 to amend the City's Storm Water Management Master Plan. The Public Works Department (PWD) requested that staff implement the enhanced stormwater system criteria. The new criteria required the Engineer of Record, Schwebke-Shiskin & Associates (SS&A) to revise the design. SS&A completed their redesign and negotiations began taking place with Lanzo.

The City retained AECOM to assist in the implementation of a citywide comprehensive flood management plan and to review stormwater improvement plans prepared by the City's Consultants. Based on the comments issued by the City Engineer and AECOM, SS&A was directed to again revise the stormwater drainage plans to meet the new criteria implemented by the City Engineer.

On February 18, 2015, SS&A responded to additional comments issued by AECOM and finalized the enhanced stormwater drainage design modifications and on February 23, 2015, they submitted the 100% documents to PWD for final review.

Once the redesign was completed, the Office of Capital Improvement Projects (CIP) contacted the twelve property owners that reside adjacent to the six easements where the stormwater pump stations are proposed to be located. The meetings with residents took place from February through March 2015. The residents expressed great concern on the visual impacts from the proposed structures and equipment components associated with the pump station installations.

As a result, on April 1, 2015, a meeting was held with the concerned residents, their legal counsel, and staff from CIP, PWD, the City Attorney's Office and the City Manager's Office. It was determined that the City administration would explore alternatives attempting to minimize the visual impact of the stormwater pump stations and related components.

On May 6, 2015, the City Commission adopted Resolution No. 2015-29022 approving Change Order No. 2 to the construction contract with Lanzo, for the drainage conveyance construction work associated with the enhanced stormwater criteria in the not-to-exceed amount of $4,499,103 including contingency and a time extension of 422 calendar days.

ANALYSIS

In order to enable the project to achieve full completion and to minimize potential cost impacts on the project, this change order will capture all the necessary infrastructure components to fully complete the stormwater drainage system on the Venetian Islands Neighborhood. The scope of work, for this change order includes; six pump stations with all associated pipes, structures and electrical control panels to each pump station.

On September 16, 2015, the City met with residents and their representatives that reside adjacent to the proposed pump stations to demonstrate the key improvements to the design in order to address the noted concerns brought to the City on April 1, 2015. SS&A enumerated each item where improvements were made to the current design showing reduction of overall panel height, removal of all raised platforms and separation of electrical panels from adjoining property, to allow a buffer for landscape screening. The residents in attendance requested that the City of Miami Beach attempt to relocate the proposed pump stations to the Venetian Causeway Right-Of-Way. The Causeway is under the jurisdiction of the Miami-Dade Public Works Department.

On October 8, 2015, the City and members of the Venetian Neighborhood met with Miami-Dade County Public Works staff to determine if installing the stormwater pumps along the Venetian Causeway would be a viable solution. The City and Miami-Dade Public Works staff discussed various options and concluded that the placement of several pump stations and related appurtenances and piping on the Venetian Causeway would require extensive due diligence, relocation of a multitude of utilities and could have significant structural impact on the bridge abutments.

At the City's direction, SS&A analyzed four alternative solutions for the placement of the pump systems along with equipment and components to discharge the stormwater to the bay and a fifth alternative to maintain the stormwater drainage system as a gravity discharge (if none of the four alternatives were chosen). Description of each alternative is as follows:

Alternative No.1
Install six Pump Stations at the existing street end easements, as per plans submitted to PWD on August 2015; at a cost of $12,257,864, plus 10% contingency $1,225,787, for a total price of $13,483,651, including a construction time extension of twelve months beyond the current project completion date of March 1, 2016.

Alternative No. 2
Install six Pump Stations within the ROW at the Terraces nearest the street-ends and discharge the stormwater runoff to the Bay at the current outfall locations, i.e. at the street-ends. SS&A has estimated an Order of Magnitude Cost of $14,959,000, plus 10% contingency $1,496,000, for a total price of $16,455,000. The estimate includes construction, re-design and construction administration (6 months for design and permitting and 2 additional months of construction time). The overall impact on the contract schedule will be extended by twenty months beyond March 1, 2016.

Alternative No. 3
Install six Pump Stations within the ROW at the Terraces nearest the street-ends and discharge the stormwater runoff to the Bay at the Venetian Causeway and maintain the gravity overflow at the street-ends, although we do not believe there is currently a viable alignment for the proposed improvements on the Venetian Causeway. SS&A

has estimated an Order of Magnitude Cost of $18,047,000, plus 10% contingency $1,805,000, for a total price of $19,852,000. The estimate includes construction, re-design and construction administration (8 months for design and permitting and 3 additional months of construction time). The overall impact on the contract schedule will be twenty-three (23) months beyond March 1, 2016.

Alternative No. 4
Install three large pump stations (one per island) on the Venetian Causeway ROW and discharge to the bay, although we do not believe there is currently a viable alignment for the proposed improvements on the Venetian Causeway. SS&A has estimated an Order of Magnitude Cost of $19,469,000, plus 10% contingency $1,947,000, for a total price of $21,416,000. The estimate includes construction, re-design and construction administration (6 months for design and permitting and 8 additional months of construction time).

The overall impact on the contract schedule will be twenty- six months beyond March 1, 2016.

Alternative No. 5
If none of the alternatives above are plausible in the immediate future, and in order to complete the project with the current contractor, this would require eliminating the Pump Stations' scope from the current project, and modifying the current stormwater conveyance system to a gravity discharge through new outfalls located on the street-ends. This will avoid potential cost impacts for demobilizing and remobilizing due to delays on the approval of the pump stations. However, this conversion will not meet the City's enhanced storm water management criteria. The gravity discharge system will allow the pump stations to be interconnected to the system in the future once a resolution on their location is achieved.

SS&A has estimated an Order of Magnitude Cost of $1,443,000, plus 10% contingency $144,300, for a total price of $1,587,300. Price includes construction, re-design and construction administration (3 months for design and permitting and 6 additional months of construction time). The project time extension for this alternative is nine months beyond March 1, 2016.

In light of the presented analyses, Alternative No. 1 (current design) remains the most viable, because it is the most cost effective, it is the current design, it would take the shortest time for completion, it is best engineering practice to locate the pump station as close to the discharge point as possible, and it meets the enhanced stormwater criteria. As such, Lanzo has presented a proposal for change order No.3, (Attachment A) that addresses the following:

- Additional scope relating to six new storm water pump station installations to comply with the City's enhanced storm water criteria. This includes allowances to provide adequate pre-treatment to each pump station. The selected pump manufacturer will be Flygt, which is the preferred supplier of PWD-Operations.
- Exercising the provision of Article 38.1.1 of their contract with the City of Miami Beach that allows for the adjustment of unit prices from the original contract wherever the unit quantities are adjusted in excess of 20% of the original amount.

- Effects of recently imposed weight restrictions on the Venetian Causeway bridges.
- Time extension of 365 days.

The resulting costs are as follows:

• Pump Stations		$ 12,125,260
• Bridge Weight Restriction Cost Impact		$ 82,977
• Unit quantities greater than 20%		$ 49,627
	Sub-Total	$ 12,257,864
• Contingency at 10%		$ 1,225,787
	Grand Total	$ 13,483,651

Based on the numerous cost reviews and negotiation sessions throughout the development of the design of these revised storm water improvements, over the last several months and the examination of supporting documentation presented by Lanzo, SS&A and the administration has found the proposal acceptable and recommends approval of the change order (Attachment B). Currently the project is scheduled for final completion on March 1, 2016. Adding the necessary time for pump manufacturing and installation of the remaining related appurtenances, the revised final project completion will be March 2017.

During the adoption of the FY 2015/16 Capital Budget, a new programmatic approach for managing bond proceeds for capital projects in the Stormwater and Water & Sewer funds was instituted. The new approach creates a system-wide master program for each fund. The overall budget control for these funds will be in the master programs. Whenever a contract is awarded for a project during the fiscal year, an administrative budget amendment will be processed to move the necessary amount of funding from the master program to the individual project budget. The necessary budget amendments will not need to be approved by Commission, but will reflect any contracts awarded by Commission for these funds. This approach will maintain maximum flexibility while facilitating the timely spending of bond funds.

This $13,483,651 change order is being funded by $1,950,366 from previously appropriated funding and $11,533,285 from the Stormwater Master Plan Program. The acceptance of this $11,533,285 for the Venetian Island project reduces the available stormwater bond funds from $60,266,296 to $48,733,011.

The total amount of the contract with Lanzo, should this change order No.3 be approved, would be $29,571,330.

CONCLUSION

The Administration recommends approval of the Resolution.

ATTACHMENTS:
Attachment A - Lanzo Construction change order proposal
Attachment B - SS&A – Redesign proposal analysis letter

JLM\MT\DM

ATTACHMENT A

LANZO
COMPANIES

Building and restoring sustainable infrastructure to support the needs of our communities

September 17, 2015

Luis Leon, P.E., Assistant Vice President
Schwebke-Shiskin & Associates, Inc.
3240 Corporate Way
Miramar, FL 33025

Re: Venetian Islands Bid Package 13C – ITB No. 49-11/12 – Change Order No. 3 Proposal – Revised Pump Stations Price

Dear Mr. Leon,

The purpose of this letter is to present, the cost to install the proposed six (6) pump stations as noted in the plans received on 08/31/2015, along with the remaining items to fully complete the Venetian Islands, Neighborhood 13 "C", project. As requested, here are the options using three different pump manufacturers:

- Exhibit A, using FLYGT pumps, for a total of $12,257,863.17
- Exhibit B, using WILO pumps, for a total of $11,625,446.11
- Exhibit C, using ABS pumps, for a total of $11,440,665.28

Please, note that in an effort to simplify and speed up the review process, Lanzo has decided to honor most of the unit prices given earlier this year. Should you have any questions, please, refer to the information already given. Also, based on the information received from each of the requested pump manufacturers, and considering a notice to proceed of October 14th, here is the expected time extension required:

- Using FLYGT or ABS pumps, the time extension required to the current contract time is of exactly 12 months, 365 calendar days, with a final completion date of 03-01-17. The current final completion is 03-01-16.
- Using WILO pumps, the time extension required to the current contract time is of 14 months, 418 calendar days, with a final completion date of 04-23-17. The current final completion is 03-01-16.

Lanzo reserves the right to withdraw the proposal for the remaining work if not accepted and received formally within thirty (30) days. In the event the scope of work is changed by the owner or

407 Lincoln Road, Suite 10R, Miami Beach, FL 33139 Phone (305) 548-8785 Fax (786) 476-0368
www.lanzo.net

by the municipality, or municipalities involved, Lanzo reserves the right to review and approve any changes prior to inclusion to this proposal. Should you have any questions, comments, and/or concerns, please, do not hesitate to contact us.

Respectfully,

LANZO CONSTRUCTION CO., FL

Pablo C. Riaño
Project Manager

CC: Mark Tomczyk, P.E., City of Miami Beach CIP (via e-mail)
Luis F. Leon, P.E., Schwebke-Shiskin & Associates, Inc. (via e-mail)

407 Lincoln Road, Suite 10R, Miami Beach, FL 33139 Phone (305) 548-8785 Fax (786) 476-0368
www.lanzo.net

LANZO CONSTRUCTION CO.,FLORIDA
Venetian Islands, Neighborhood 13 "C"
ITB 49-11/12
City of Miami Beach

REVISED PUMP STATION PRICES
FLYGHT PUMPS

09/17/15

DESCRIPTION	QUANTITY	UNIT	Unit Price	Total Price
Division 2 - Sitework				
General Conditions	1	LS	$298,972.27	$298,972.27
FURNISH ANS INSTALL SUITABLE BACKFILL MATERIAL	300	CY	$37.00	$11,100.00
PLUG EXISTING OUTFALL (ALL SIZES)	6	EA	$1,631.86	$9,791.16
24" A2000	456	LF	$121.48	$55,394.88
30" A2000	834	LF	$98.02	$81,748.68
36" A2000	774	LF	$181.83	$140,736.42
42" PP	209	LF	$356.37	$74,481.33
48 PP	50	LF	$595.53	$29,776.50
20" DIP	384	LF	$270.26	$103,779.84
24" DIP	275	LF	$330.52	$90,893.00
34X53 RCP	98	LF	$239.56	$23,476.88
38X60 RCP	108	LF	$266.87	$28,821.96
MANHOLE (TYPE "C" 84" DIA)	1	EA	$10,369.82	$10,369.82
MANHOLE (TYPE "C" 60" DIA)	1	EA	$4,061.90	$4,061.90
INLET (TYPE "C" 72" DIA)	1	EA	$7,505.47	$7,505.47
96" X 120" DISSIPATOR BOXES	6	EA	$74,250.00	$445,500.00
108" X 120" RECTANGULAR GRATE BOX STRUCTURE	6	EA	$43,114.95	$258,689.70
96" ROUND (CDS ROUND WATER QUALITY UNIT, SAN MARINO)	4	EA	$85,549.50	$342,198.00
120" ROUND (CDS ROUND WATER QUALITY UNIT, DiLIDO & RIVO ALTO)	8	EA	$99,850.05	$798,800.40
CORE DRILL EXISTING SEA WALL AND INSTALL NEW OUTFALL CULVERT	12	EA	$3,795.00	$45,540.00
INSTALL MANATEE GRATES	6	EA	$1,900.00	$11,400.00
STORMWATER PUMP STATIONS (SAN MARINO) INCLUDING WET WELLS, VALVE VAULTS, CONTROL PANEL SLABS AND ELECTRICAL CONTROLS WITH ALL OF THEIR APPERTENANCES, INCLUDING BUT NOT LIMITED TO, PUMPS, VFD'S, TAP BOXES, FLOATS, CABLES, CONDUITS, MOUNTING POSTS, PANELS, LIGHTNING ARRESTORS, GROUND RODS, HANDRAILS, STAIRS, HATCHES, ETC.	2	EA	$1,485,269.60	$2,970,539.20
STORMWATER PUMP STATIONS (DiLIDO) INCLUDING WET WELLS, VALVE VAULTS, CONTROL PANEL SLABS AND ELECTRICAL CONTROLS WITH ALL OF THEIR APPERTENANCES, INCLUDING BUT NOT LIMITED TO, PUMPS, VFD'S, TAP BOXES, FLOATS, CABLES, CONDUITS, MOUNTING POSTS, PANELS, LIGHTNING ARRESTORS, GROUND RODS, HANDRAILS, STAIRS, HATCHES, ETC.	2	EA	$1,667,574.50	$3,335,149.00
STORMWATER PUMP STATIONS (RIVO ALTO) INCLUDING WET WELLS, VALVE VAULTS, CONTROL PANEL SLABS AND ELECTRICAL CONTROLS WITH ALL OF THEIR APPERTENANCES, INCLUDING BUT NOT LIMITED TO, PUMPS, VFD'S, TAP BOXES, FLOATS, CABLES, CONDUITS, MOUNTING POSTS, PANELS, LIGHTNING ARRESTORS, GROUND RODS, HANDRAILS, STAIRS, HATCHES, ETC.	2	EA	$1,438,190.33	$2,876,380.66
TURF BLOCKS (24" X 16" BLOCK)	8100	EA	$3.06	$24,786.00
INLINE TIDE FLEX VALVES	6	EA	$17,626.52	$105,759.12
2-IN WATER SERVICE (WET TAP) 1" RPZ & HOSE BIB ASSEMBLY	6	EA	$3,701.83	$22,210.98
Allowance: Restoration at Outfall ROW	1	LS	$50,000.00	$50,000.00
			TOTAL:	$12,257,863.17

LANZO CONSTRUCTION CO.,FLORIDA
Venetian Islands, Neighborhood 13 "C"
ITB 49-11/12
City of Miami Beach

REVISED PUMP STATION PRICES
WILO PUMPS

09/17/15

DESCRIPTION	QUANTITY	UNIT	Unit Price	Total Price
Division 2 - Sitework				
General Conditions	1	LS	$283,547.47	$283,547.47
FURNISH ANS INSTALL SUITABLE BACKFILL MATERIAL	300	CY	$37.00	$11,100.00
PLUG EXISTING OUTFALL (ALL SIZES)	6	EA	$1,631.86	$9,791.16
24" A2000	456	LF	$121.48	$55,394.88
30" A2000	834	LF	$98.02	$81,748.68
36" A2000	774	LF	$181.83	$140,736.42
42" PP	209	LF	$356.37	$74,481.33
48 PP	50	LF	$595.53	$29,776.50
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24" DIP	275	LF	$330.52	$90,893.00
34X53 RCP	98	LF	$239.56	$23,476.88
38X60 RCP	108	LF	$266.87	$28,821.96
MANHOLE (TYPE "C" 84" DIA)	1	EA	$10,369.82	$10,369.82
MANHOLE (TYPE "C" 60" DIA)	1	EA	$4,061.90	$4,061.90
INLET (TYPE "C" 72" DIA)	1	EA	$7,505.47	$7,505.47
96" X 120" DISSIPATOR BOXES	6	EA	$74,250.00	$445,500.00
108" X 120" RECTANGULAR GRATE BOX STRUCTURE	6	EA	$43,114.95	$258,689.70
96" ROUND (CDS ROUND WATER QUALITY UNIT, SAN MARINO)	4	EA	$85,549.50	$342,198.00
120" ROUND (CDS ROUND WATER QUALITY UNIT, DILIDO & RIVO ALTO)	8	EA	$99,850.05	$798,800.40
CORE DRILL EXISTING SEA WALL AND INSTALL NEW OUTFALL CULVERT	12	EA	$3,795.00	$45,540.00
INSTALL MANATEE GRATES	6	EA	$1,900.00	$11,400.00
STORMWATER PUMP STATIONS (SAN MARINO) INCLUDING WET WELLS, VALVE VAULTS, CONTROL PANEL SLABS AND ELECTRICAL CONTROLS WITH ALL OF THEIR APPERTENANCES, INCLUDING BUT NOT LIMITED TO, PUMPS, VFD'S, TAP BOXES, FLOATS, CABLES, CONDUITS, MOUNTING POSTS, PANELS, LIGHTNING ARRESTORS, GROUND RODS, HANDRAILS, STAIRS, HATCHES, ETC.	2	EA	$1,389,028.40	$2,778,056.80
STORMWATER PUMP STATIONS (DILIDO) INCLUDING WET WELLS, VALVE VAULTS, CONTROL PANEL SLABS AND ELECTRICAL CONTROLS WITH ALL OF THEIR APPERTENANCES, INCLUDING BUT NOT LIMITED TO, PUMPS, VFD'S, TAP BOXES, FLOATS, CABLES, CONDUITS, MOUNTING POSTS, PANELS, LIGHTNING ARRESTORS, GROUND RODS, HANDRAILS, STAIRS, HATCHES, ETC.	2	EA	$1,554,988.35	$3,109,976.70
STORMWATER PUMP STATIONS (RIVO ALTO) INCLUDING WET WELLS, VALVE VAULTS, CONTROL PANEL SLABS AND ELECTRICAL CONTROLS WITH ALL OF THEIR APPERTENANCES, INCLUDING BUT NOT LIMITED TO, PUMPS, VFD'S, TAP BOXES, FLOATS, CABLES, CONDUITS, MOUNTING POSTS, PANELS, LIGHTNING ARRESTORS, GROUND RODS, HANDRAILS, STAIRS, HATCHES, ETC.	2	EA	$1,338,521.55	$2,677,043.10
TURF BLOCKS (24" X 16" BLOCK)	8100	EA	$3.06	$24,786.00
INLINE TIDE FLEX VALVES	6	EA	$17,626.52	$105,759.12
2-IN WATER SERVICE (WET TAP) 1" RPZ & HOSE BIB ASSEMBLY	6	EA	$3,701.83	$22,210.98
Allowance: Restoration at Outfall ROW	1	LS	$50,000.00	$50,000.00
			TOTAL:	**$11,625,446.11**

LANZO CONSTRUCTION CO.,FLORIDA
Venetian Islands, Neighborhood 13 "C"
ITB 49-11/12
City of Miami Beach

REVISED PUMP STATION PRICES
ABS PUMPS

09/17/15

DESCRIPTION	QUANTITY	UNIT	Unit Price	Total Price
Division 2 - Sitework				
General Conditions	1	LS	$279,040.62	$279,040.62
FURNISH ANS INSTALL SUITABLE BACKFILL MATERIAL	300	CY	$37.00	$11,100.00
PLUG EXISTING OUTFALL (ALL SIZES)	6	EA	$1,631.86	$9,791.16
24" A2000	456	LF	$121.48	$55,394.88
30" A2000	834	LF	$98.02	$81,748.68
36" A2000	774	LF	$181.83	$140,736.42
42" PP	209	LF	$356.37	$74,481.33
48 PP	50	LF	$595.53	$29,776.50
20" DIP	384	LF	$270.26	$103,779.84
24" DIP	275	LF	$330.52	$90,893.00
34X53 RCP	98	LF	$239.56	$23,476.88
38X60 RCP	108	LF	$266.87	$28,821.96
MANHOLE (TYPE "C" 84" DIA)	1	EA	$10,369.82	$10,369.82
MANHOLE (TYPE "C" 60" DIA)	1	EA	$4,061.90	$4,061.90
INLET (TYPE "C" 72" DIA)	1	EA	$7,505.47	$7,505.47
96" X 120" DISSIPATOR BOXES	6	EA	$74,250.00	$445,500.00
108" X 120" RECTANGULAR GRATE BOX STRUCTURE	6	EA	$43,114.95	$258,689.70
96" ROUND (CDS ROUND WATER QUALITY UNIT, SAN MARINO)	4	EA	$85,549.50	$342,198.00
120" ROUND (CDS ROUND WATER QUALITY UNIT, DiLIDO & RIVO ALTO)	8	EA	$99,850.05	$798,800.40
CORE DRILL EXISTING SEA WALL AND INSTALL NEW OUTFALL CULVERT	12	EA	$3,795.00	$45,540.00
INSTALL MANATEE GRATES	6	EA	$1,900.00	$11,400.00
STORMWATER PUMP STATIONS (SAN MARINO) INCLUDING WET WELLS, VALVE VAULTS, CONTROL PANEL SLABS AND ELECTRICAL CONTROLS WITH ALL OF THEIR APPERTENANCES, INCLUDING BUT NOT LIMITED TO, PUMPS, VFD'S, TAP BOXES, FLOATS, CABLES, CONDUITS, MOUNTING POSTS, PANELS, LIGHTNING ARRESTORS, GROUND RODS, HANDRAILS, STAIRS, HATCHES, ETC.	2	EA	$1,264,578.85	$2,529,157.70
STORMWATER PUMP STATIONS (DiLIDO) INCLUDING WET WELLS, VALVE VAULTS, CONTROL PANEL SLABS AND ELECTRICAL CONTROLS WITH ALL OF THEIR APPERTENANCES, INCLUDING BUT NOT LIMITED TO, PUMPS, VFD'S, TAP BOXES, FLOATS, CABLES, CONDUITS, MOUNTING POSTS, PANELS, LIGHTNING ARRESTORS, GROUND RODS, HANDRAILS, STAIRS, HATCHES, ETC.	2	EA	$1,665,775.33	$3,331,550.66
STORMWATER PUMP STATIONS (RIVO ALTO) INCLUDING WET WELLS, VALVE VAULTS, CONTROL PANEL SLABS AND ELECTRICAL CONTROLS WITH ALL OF THEIR APPERTENANCES, INCLUDING BUT NOT LIMITED TO, PUMPS, VFD'S, TAP BOXES, FLOATS, CABLES, CONDUITS, MOUNTING POSTS, PANELS, LIGHTNING ARRESTORS, GROUND RODS, HANDRAILS, STAIRS, HATCHES, ETC.	2	EA	$1,262,047.13	$2,524,094.26
TURF BLOCKS (24" X 16" BLOCK)	8100	EA	$3.06	$24,786.00
INLINE TIDE FLEX VALVES	6	EA	$17,626.52	$105,759.12
2-IN WATER SERVICE (WET TAP) 1" RPZ & HOSE BIB ASSEMBLY	6	EA	$3,701.83	$22,210.98
Allowance: Restoration at Outfall ROW	1	LS	$50,000.00	$50,000.00
			TOTAL:	**$11,440,665.28**

Exhibit "C" - ABS PUMPS

ATTACHMENT B

Schwebke-Shiskin & Associates, Inc.

Principals
Hernando J. Navas, P.E.
Mark S. Johnson, P.S.M.

Of Counsel
Alfonso C. Tello, P.E., P.S.M.

Civil Engineers - Land Planners - Surveyors
3240 Corporate Way • Miramar, Florida 33025
Phone: (954) 435-7010 • Fax: (954) 438-3288

Luis F. Leon, P.E.
Alberto A. Mora, P.E.
John C. Tello, P.E.
Ronald A. Fritz, P.S.M.
Raymond F. Mielke, P.S.M.
Michael J. Alley, P.S.M.

September 24, 2015

Mr. David Martinez, P.E., *Director of CIP*
City of Miami Beach
Capital Improvement Projects Office
1701 Meridian Avenue, Suite 300
Miami Beach, Florida 33139

Re: ***Venetian Island Neighborhood 13 BID Package "C" – Drainage Redesign Proposal Analysis (Pump Stations and Outfalls Only)***

Dear David,

As requested, we have completed our review of the Change Order proposal provided by Lanzo Construction Company for a portion of the drainage improvements designed to comply with the City's sea level rise criteria. The portion of the drainage improvements in Lanzo's proposal includes all drainage construction downstream of the designed, and including, the water quality units for each respective island.

Based on the most recent information provided to us in a proposal by Lanzo Construction Company dated September 17, 2015 and in summary of our review of the project costs:

Total Stormwater Redesign Improvements (Pump Stations & Outfalls Only) =	$12,125,259.76
Bridge Weight Restriction Cost Impact =	$82,977.24
Unit quantity increases/decreases greater than 20% =	$49,626.17
Original Contract Amount, including change orders =	$15,678,669.13

The change order proposal submitted by Lanzo Construction Company included a combination of Unit Price and Lump Sum values for change order work.

- Pursuant to Article 38.1.1 of the contract between the City of Miami Beach and Lanzo Construction Company (ITB 49-11/12) we found that unit prices from the original contract were used wherever the unit quantities did not exceed 20% of the original amount. However due to recently imposed weight restrictions on the Venetian Causeway, Lanzo Construction Company provided supporting documentation used to determine the additional cost of construction to comply with the regulated bridge weight restrictions. Based on the documentation provided, the weight restrictions on the Venetian Causeway require that the number of trips needed to import and export materials to and from the project be increased to transport the mentioned materials in lighter loads. We find that the documentation provided clearly defines the impacts of the bridge loading restrictions, however, please note that the change order proposal and supporting documentation provided by Lanzo Construction Company was not independently verified by this

firm and that our firm does not have information available on the pricing structure and comparison of Lanzo's truck capacities used in the original contract. As such, for our review of the supporting documentation, we could only assume that the truck capacities used to bid the project were based on full truck loads as shown in the supporting documentation.

- Pursuant to Article 38.7 of the contract between the City of Miami Beach and Lanzo Construction Company (ITB 49-11/12), where unit quantities increased or decreased more than 20% of the contracted quantities, we found that Lanzo Construction Company adjusted unit prices based on negotiated values. It is our opinion, to the best of our knowledge, that the negotiated values of these items are within an acceptable value.
- Pursuant to Article 38.1.2 of the contract between the City of Miami Beach and Lanzo Construction Company (ITB 49-11/12), a change order for individual items proposed for construction that were not included in the original bid documents was provided. The proposal provided by Lanzo Construction Company included furnishing and installing FPL conduits, transformer and pullboxes for the anticipated electrical systems needed for the pump stations. Based on our review of the change order proposal for these items it is our understanding that a component for overhead and profit is included and to the best of our knowledge it is our opinion that the unit prices for these items are within an acceptable value for the work proposed.

Our review consisted of an independent cost analysis while also taking into consideration the unique circumstances regarding the bridge loading restrictions of the Venetian Causeway. Using these factors we determined that the cost proposed by Lanzo Construction Company an acceptable value for the proposed work.
It is our understanding that the project duration is anticipated not to exceed 12 months from the date of Notice to Proceed for construction of the pump stations and outfalls. As such, it is our understanding that the total project duration shall be 365 days from last day of the modified contract date for the installation of the collection system (3/1/2016). Based on this duration, we find that the Final Completion date of the project shall be March 1, 2017.

As always, if you have any questions please contact me.

Respectfully submitted,
Schwebke-Shiskin & Associates, Inc.

Luis F. Leon, P.E.
Assistant Vice President

RESOLUTION TO BE SUBMITTED

R7 - Resolutions

R7AA A Resolution Accepting The Written Recommendation Of The City Manager Regarding The Existence Of A Public Emergency And, Accordingly, Waiving, By 5/7th Vote, The Competitive Bidding Requirement, Finding Further That The Best Interest Of The City Would Be Served By Such Waiver; Authorizing The City Manager Or His Designee To Negotiate Amendment No. 3, To The Design-Build Agreement Between The City And Lanzo Construction Co., Approved Pursuant To Resolution No. 2014-28765, For The Sunset Harbour Pump Station Retrofit And Drainage Improvements Project; Said Amendment, In The Not To Exceed Amount Of $_____, To Bring Sunset Drive, And Parking Lot P46 To A 3.7 Feet NAVD Elevation; Further Authorizing The Mayor And City Clerk To Execute The Amendment, Upon Completion Of Successful Negotiations.
(Public Works)

Agenda Item R7AA
Date 12-9-15

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R7 - Resolutions

R7BB A Resolution Accepting The Recommendation Of The City Manager To Enter Into Further Negotiations With Lanzo Construction Co., Florida, For Phase 2 Construction Services And Further Authorizing The Mayor And City Clerk To Execute A GMP Amendment No. 3, In The Not-To-Exceed Amount Of $35 Million, To The Design-Build Agreement Between The City Of Miami Beach And Lanzo Construction Co., Florida, For Design-Build Services For Neighborhood No. 13: Palm And Hibiscus Islands Right-Of-Way Infrastructure Improvements (The Project), Dated September 18, 2014 (The Contract), Upon Conclusion Of Successful Negotiations, Plus A Ten Percent Owner's Project Contingency For A Grand Total Of $38,500,000, With Previously Appropriated Funding And Additional Funding Request Subject To The 1st Amendment To The FY 15/16 Capital Budget.

(Capital Improvement Projects Office)

Agenda Item R7BB
Date 12-9-15

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R9

NEW BUSINESS
AND
COMMISSION REQUESTS

MIAMIBEACH

OFFICE OF THE CITY CLERK

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Rafael E. Granado, City Clerk

DATE: December 2, 2015

SUBJECT: **BOARD/COMMITTEE DIRECT APPOINTMENTS FOR COMMISSIONERS JOHN ELIZABETH ALEMÁN, RICKY ARRIOLA AND KRISTEN ROSEN GONZALEZ**

Attached is the Board and Committee Vacancies Report. Pursuant to Miami Beach Code Section 2-22 (5)(a), "Members appointed by individual city commissioners (referred to as "direct appointees") to a specific agency, board or committee shall serve for no more than eight consecutive years on such agency, board or committee. Notwithstanding any other provision of the City Code or of any Resolution, commencing with term beginning on or after January 1, 2007, the term of every board member who is directly appointed by a member of the City Commission *shall automatically expire by December 31 of the year the appointing City Commissioner leaves office."* Those individuals whose term automatically expire on December 31, 2015, by virtue of having been appointed by a Commissioner who is no longer in office, are indicated in the Report by being listed in the "Appointed by" column with the name of the Commissioner who left office and the current Commissioner. For example: "Weithorn/Alemán," "Tobin/Arriola," and "Wolfson/Gonzalez." Any appointments submitted to fill these seats prior to January 1, 2016, will be processed by the Office of the City Clerk, but will not become effective until January 1, 2016.

In the event an appointment is not made by January 1, 2016, pursuant to Miami Beach Code Section 2-24(a), "All persons serving on city agencies, boards or committees shall cease to hold office when a successor is duly appointed, or 60 days after expiration of the term of their office, as such term is specified in the ordinance, resolution or other law creating such office, whether or not a successor has been appointed, whichever occurs first, and such persons shall at that time cease to exercise any rights, power or prerogatives of office."

I have also attached a report showing only the current board and committee vacancies. Individuals selected to fill these vacancies will take office upon appointment.

When you have made your selection, please forward the appointment to the City Clerk for processing. You may do so by emailing the name of the appointee and the name of the board/committee they will serve on to Ms. Liliam Hatfield at LiliamHatfield@miamibeachfl.gov; with copies to Rafael Granado at rafaelgranado@miamibeachfl.gov.

Should you have any questions please do not hesitate to contact me.

MIAMIBEACH

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

From: Rafael Granado, City Clerk

Date: December 9, 2015

Subject: BOARDS AND COMMITTEES VACANCIES

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 #
Affordable Housing Advisory Committee	18	City Commission	7	1
Audit Committee	7	Commissioner Ricky Arriola	1	4
Board of Adjustment	7	City Commission	1	7
Budget Advisory Committee	9	City Commission	1	8
Committee for Quality Education in Miami Beach	9	City Commission	1	9
		Commissioner Kristen Gonzalez	1	9
		Commissioner Micky Steinberg	1	9
Committee on the Homeless	9	Commissioner Kristen Gonzalez	1	11
		Mayor Philip Levine	1	11
Convention Center Advisory Board	7	Commissioner Micky Steinberg	1	12
Design Review Board	8	City Manager Jimmy L. Morales	1	13

Disability Access Committee	15	Commissioner John E. Alemán	1	15
Health Advisory Committee	12	City Commission	2	16
Hispanic Affairs Committee	7	Commissioner Kristen Gonzalez	1	18
		Commissioner Micky Steinberg	1	18
Housing Authority	5	Mayor Philip Levine	1	20
LGBT Advisory Committee	15	Commissioner Joy Malakoff	1	21
Marine and Waterfront Protection Authority	14	Commissioner Ricky Arriola	1	22
		Commissioner Kristen Gonzalez	1	22
		Commissioner John E. Alemán	1	22
Miami Beach Commission For Women	21	Commissioner Ricky Arriola	2	24
		Mayor Philip Levine	2	24
Miami Beach Cultural Arts Council	11	City Commission	1	26
Miami Beach Human Rights Committee	11	Mayor Philip Levine	1	27
Parks and Recreational Facilities Board	13	City Commission	1	31
Personnel Board	6	City Commission	1	33
Police/Citizens Relations Committee	14	Commissioner Joy Malakoff	1	36
		Commissioner Ricky Arriola	1	36
		Commissioner Kristen Gonzalez	1	36
Sustainability Committee	7	Mayor Philip Levine	1	39
Transportation, Parking, Bicycle-Pedestrian Facilities Committee	7	Commissioner Ricky Arriola	1	40
Visitor and Convention Authority	7	City Commission	1	42

VACANCY REPORT

Appointor Name	Board Name	Vacancy	Total Members
City Commission			
	Affordable Housing Advisory Committee	7	18
	Board of Adjustment	1	7
	Budget Advisory Committee	1	9
	Committee for Quality Education in Miami Beach	1	9
	Health Advisory Committee	2	12
	Miami Beach Cultural Arts Council	1	11
	Parks and Recreational Facilities Board	1	13
	Personnel Board	1	6
	Visitor and Convention Authority	1	7
City Manager Jimmy L. Morales			
	Design Review Board	1	8
Commissioner John Alemán			
	Disability Access Committee	1	15
	Marine and Waterfront Protection Authority	1	14
Commissioner Joy Malakoff			
	LGBT Advisory Committee	1	15
	Police/Citizens Relations Committee	1	14
Commissioner Kristen Rosen Gonzalez			
	Committee for Quality Education in Miami Beach	1	9
	Committee on the Homeless	1	9
	Hispanic Affairs Committee	1	7
	Marine and Waterfront Protection Authority	1	14
	Police/Citizens Relations Committee	1	14
Commissioner Micky Steinberg			
	Committee for Quality Education in Miami Beach	1	9
	Convention Center Advisory Board	1	7
	Hispanic Affairs Committee	1	7
Commissioner Ricky Arriola			
	Audit Committee	1	7
	Marine and Waterfront Protection Authority	1	14
	Miami Beach Commission For Women	2	21
	Police/Citizens Relations Committee	1	14
	Transportation, Parking, Bicycle-Pedestrian Facilities Committee	1	7
Mayor Philip Levine			
	Committee on the Homeless	1	9
	Housing Authority	1	5
	Miami Beach Commission For Women	2	21
	Miami Beach Human Rights Committee	1	11
	Sustainability Committee	1	7

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 Laurence Herrup TL	(10) Represents Employers With Jurisdiction	12/31/2015	City Commission	12/31/2015
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	Wolfson/Rosen Gonzalez	12/31/2021

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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	Tobin/Arriola	12/31/2022
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	Weithorn/Alemán	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

Craig Smith

Dr. Barry Ragone

Guy Simani

Jordan Nadel

Josephine Pampanas

Juan Rojas

Prakash Kumar

Stanley Shapiro

Stephen Bernstein

Applicants

Britta Hanson

Dale Gratz

Eric Lawrence

Howard Weiss

Joseph Landesman

Josephine Pampanas

Lawrence Raab

Sixto Acea

Stephanie Berman

test test

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

Adrian Gonzalez
Alexander Orlofsky
Calvin Kohli
Cindy Brown
Elizabeth Schwartz
Francinelee Hand
Keren Bajaroff
Leslie Tobin
Michael McManus
Mirta Limonta
Scott Robins
Vanessa Menkes

Applicants

Adrienne Krieger
Allee Newhoff
Carolyn Baumel
Dale Stine
Eric Montes de Oca
Francis Trullenque
Laura Levey
Marjorie O'Neill-Buttler
Michelle Ricci
Monica Matteo-Salinas
Susan Schemer
Veronica Camacho-Krieger

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

Vacancy:

To replace Dana Kaufman	CPA	12/31/2015	Commissioner Ricky Arriola

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
Deede	Weithorn	CPA	12/31/2015	Weithorn/Alemán	FS.218.391
Marc	Gidney	CPA	12/31/2017	Commissioner Micky Steinberg	FS.218.391
Michael	Weil		12/31/2017	Mayor Philip Levine	FS.218.391
Ronald	Starkman		12/31/2017	Commissioner Michael Grieco	FS.218.391
Sandford	Horwitz		12/31/2015	Wolfson/Rosen Gonzalez	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
Max	Sklar	Tourism, Culture & Economic Development Director	06/01/2016		06/01/2016

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Boards and Committees Current Members

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
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

Vacancy:

To replace Larry Colin	General Business	12/31/2015	City Commission	12/31/2019

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
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	Applicants
Aaron Davis	Andres Asion
Bradley Colmer	Brian Ehrlich
David Wieder	Deborah Castillo
Frank Del Vecchio	Gabriel Paez
Ian Bacheikov	Ian Bacheikov
Jack Benveniste	James Silvers
Jeffrey Feldman	Jessica Conn
Jonathan Beloff	Kathleen Phang
Kristen Rosen Gonzalez	Lawrence Seitz
Lawrence Seitz	Mark Alhadeff
Mendy Lieberman	Muayad Abbas
Nelson Fox	Ray Breslin
Ray Breslin	Roberta Gould
Seth Frohlich	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.

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	Weithorn/Alemán	12/31/2018
Dushan	Koller TL		12/31/2015	Wolfson/Rosen Gonzalez	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		12/31/2017	Mayor Philip Levine	12/31/2021
Julio	Magrisso		12/31/2016	Tobin/Arriola	12/31/2021
Ronald	Starkman		12/31/2016	Commissioner Micky Steinberg	12/31/2021

Applicants

Brett Harris
Carl Linder
Elliott Richard Alhadeff
Guy Simani
Jason Witrock
Mario Coryell
Mirta Limonta
Rachel Schuster
Robert Schwartz

Applicants

Bryan Rosenfeld
Dwight Kraai
Gia Kastelic
Jared Plitt
John Bowes
Michael Levine
Noah Fox
Regina Suarez
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
Vacant		12/31/2017	Commissioner Kristen Rosen Gonzalez
To replace Beverly Heller		12/31/2015	Commissioner Micky Steinberg

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Betsy	Mateu		12/31/2016	Mayor Philip Levine	12/31/2021
Judith	Berson-Levinson		12/31/2016	Commissioner Joy Malakoff	12/31/2021
Marina	Aviles		12/31/2016	Commissioner Michael Grieco	12/31/2022
Micky	Ross Steinberg	City Commission Designee	11/30/2017	City Commission	
Richard	Hull		12/31/2016	Tobin/Arriola	12/31/2022
Tiffany	Heckler		12/31/2017	Commissioner John Alemán	12/31/2023
Beth	Edwards	PTA Representative-Nautilus Middle School 06.30.15	06/30/2016		
Beverly	Heller	PTA Rep. -North Beach Elementary School 06.30.15	06/30/2016		
Elisa	Leone	PTA Rep. - Biscayne Elementary 06.30.14	06/30/2016		
Ivette	Birba	PTA Rep.-Feinberg Fisher K-8 06.30.15	06/30/2016		
Jordan	Leonard	PTA Rep. - Ruth K. Broad K-8 06.30.15	06/30/2016		
Kayla	Rynor	PTA Rep.- Miami Beach Sr. High School 06.30.15	06/30/2016		
Rosa	Neely	PTA Rep. -Treasure Island Elementary 06.30.14	06/30/2016		

MIAMIBEACH

Boards and Committees Current Members

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Faiza	Liban	PTA Rep. South Pointe Elementary 6.30.15	06/30/2016		
Dr. Leslie	Rosenfeld	ACM/City Manager designee			

Applicants	Applicants
Elsa Orlandini	Eric Montes de Oca
Hicham Moujahid	Ivan Montes
Ivan Montes	Jessica Burns
Joanna-Rose Kravitz	John Alemán
Keren Bajaroff	Kristen Rosen Gonzalez
Laurie Kaye Davis	Lynette Long
Melissa Sheppard-Broad	Tashaunda Washington

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: Alba Tarre

Vacancy:

To replace Monica Fluke	12/31/2015	Mayor Philip Levine	12/31/2022
To replace Lior Leser	12/31/2016	Commissioner Kristen Rosen Gonzalez	12/31/2021

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		12/31/2017	Mayor Philip Levine	12/31/2021
Debra	Schwartz		12/31/2017	Mayor Philip Levine	12/31/2021
Freddy	Funes		12/31/2016	Commissioner Micky Steinberg	12/31/2021
Gail	Harris		12/31/2016	Tobin/Arriola	12/31/2016
Jonathan	Kroner		12/31/2015	Commissioner Michael Grieco	12/31/2017
Valerie	Navarrete		12/31/2017	Commissioner John Alemán	12/31/2022

Applicants

Dale Gratz
Deborah Robins
Helen Swartz
Magui Benitez
Mark Wylie
Muayad Abbas
Rosalie Pincus
Stephanie Berman

Applicants

Darren Cefalu
Eda Valero-Figueira
Lior Leser
Marina Aviles
Monica Casanova
Rocio Sullivan
Stanley Shapiro
Zeiven Beitchman

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

Vacancy:

To replace Jacqueline Hertz	12/31/2015	Commissioner Micky Steinberg	12/31/2021

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	Tobin/Arriola	12/31/2022
Elizabeth	Resnick		12/31/2015	Wolfson/Rosen Gonzalez	12/31/2020
Laurence	Herrup		12/31/2017	Commissioner Joy Malakoff	12/31/2023
Lior	Leser		12/31/2017	Commissioner John Alemán	12/31/2023
Michael	Goldberg		12/31/2016	Commissioner Michael Grieco	12/31/2021
Ita	Moriarty	Ex-officio, GMCVB Admin. Rep.			
Joshua	Levy	Ex-officio, Chair Bd. Dir. MBCC			
Matt	Hollander	Ex-officio, Global Spectrum Admin. Rep.			

Applicants

Barbara Gotlinsky
Carl Linder
Howard Weiss
Jeff Cynamon
Karen Brown
Lawrence Raab
lior leser
Mark Wylie
Nawaz Gilani
Victor Ballestas

Applicants

Carl Linder
Gayle Durham
James Weingarten
John Lee
Keren Bajaroff
Lee Zimmerman
Mark Wohl
Michael Bernstein
Tiva Leser

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
Jack Finglass

Jean-Francois Lejeune
Jeffrey Feldman
Joseph Furst
Lawrence Seitz
Marina Novaes
Matthew Krieger
Nelson Fox
Ruben Conitzer
Seth Wasserman
Suzanne Hollander
Victor Morales
Jeffrey Cohen
Jessica Conn
Lawrence Seitz
Manuel (Mickey) Minagorri
Marvin Weinstein
Neal Deputy
Richard Baron
Seth Frohlich
Stacy Kilroy
Terry Bienstock
Victor Ballestas

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:

Vacant	12/31/2017	Commissioner John Alemán

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
David	New TL		12/31/2015	Weithorn/Alemán	12/31/2015
David	McCauley		12/31/2016	Commissioner Joy Malakoff	12/31/2020
Eddie	Sierra		12/31/2017	Commissioner John Alemán	12/31/2023
Elsa	Orlandini		12/31/2016	Commissioner Michael Grieco	12/31/2021
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	Wolfson/Rosen Gonzalez	12/31/2021
Maria	Koller		12/31/2016	Wolfson/Rosen Gonzalez	12/31/2022
Matthew	Meyer		12/31/2015	Tobin/Arriola	12/31/2020
Oliver	Stern		12/31/2016	Commissioner Michael Grieco	12/31/2021
Russell	Hartstein		12/31/2017	Mayor Philip Levine	12/31/2019
Sabrina	Cohen		12/31/2016	Tobin/Arriola	12/31/2017
Susana	Maroder-Rivera		12/31/2016	Commissioner Micky Steinberg	12/31/2019
Wendy	Unger		12/31/2016	Mayor Philip Levine	12/31/2016

Applicants	Applicants
Allison Stone	Britta Hanson
Jarred Reiling	Jarred Relling
Rafael Trevino	Zachary Cohen

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

ALAN NIEDER
David Berger
Karen Rivo
Michael Hall
Zachary Cohen

Applicants

Christine Butler
Kara White
Maura Shiffman
Sixto Acea

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: Juan Rodriguez

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

ALAN NIEDER

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 Manuel (Mickey) Minagorri	12/31/2016	Commissioner Micky Steinberg	12/31/2022
To replace Antonio Purrinos	12/31/2016	Commissioner Kristen Rosen Gonzalez	12/31/2016

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Alex	Fernandez		12/31/2015	Weithorn/Alemán	12/31/2021
Ana Cecilia	Velasco		12/31/2016	Commissioner Michael Grieco	12/31/2021
Christina	LaBuzetta		12/31/2016	Mayor Philip Levine	12/31/2021
Francis	Trullenque TL		12/31/2015	Tobin/Arriola	12/31/2015
Veronica	Camacho-Krieger		12/31/2015	Commissioner Joy Malakoff	12/31/2021

Applicants

Antonio Purrinos

Eneida Mena

Josephine Pampanas

Leonor Fernandez

Rafael Trevino

Sixto Acea

Applicants

David Cardenas

Israel Sands

Josephine Pampanas

Patrick Camm

Regina Suarez

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	5. Attorney	12/31/2015	City Commission	12/31/2015
Dominique	Bailleul	At Large	12/31/2016	City Commission	12/31/2016
Heriberto (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

Andrew Nelson
Deborah Castillo
Dr. Morris Sunshine
Jack Finglass
Jeffrey Cohen
Kathleen Phang
Lawrence Seitz
Mark Alhadeff
Neal Deputy
Samuel Rabin, Jr.
William Lane

Applicants

Bradley Colmer
Dona Zemo
Elizabeth Camargo
Jean-Francois Lejeune
Jennifer Lampert
Lawrence Seitz
Marina Novaes
Michael Steffens
Raymond Adrian
Stephen Sauls

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 Peter Chevalier	Housing Authority Commissioner	10/11/2015	Mayor Philip Levine	10/11/2019

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
David	Greeff	Housing Authority Commissioner	10/11/2016	Mayor Philip Levine	10/11/2018
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

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 Thomas Barker	12/31/2015	Commissioner Joy Malakoff	12/31/2016

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Chad	Richter		12/31/2016	Tobin/Arriola	12/31/2016
Cindy	Brown		12/31/2015	Wolfson/Rosen Gonzalez	12/31/2019
Dale	Stine		12/31/2016	Wolfson/Rosen Gonzalez	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	Tobin/Arriola	12/31/2022
Jorge	Richa		12/31/2017	Mayor Philip Levine	12/31/2017
Laura	Veitia		12/31/2016	Commissioner Michael Grieco	12/31/2016
Mark	Wylie		12/31/2017	Mayor Philip Levine	12/31/2021
Michael	Bath		12/31/2016	Commissioner Micky Steinberg	12/31/2017
Nelida	Barrios		12/31/2016	Weithorn/Alemán	12/31/2016
Robin	Schwartz		12/31/2016	Weithorn/Alemán	12/31/2022

Applicants

Craig Smith

Heriberto (Herb) Sosa

Jarred Relling

Kenneth Wilcox

Rafael Trevino

Ronald Wolff

Stephen Fox, Jr.

Walker Burttschell

Applicants

Eric Hirsch

Jared Plitt

Karen Brown

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:

Vacant	12/31/2016	Commissioner Kristen Rosen Gonzalez	
To replace William Cahill	12/31/2015	Commissioner Ricky Arriola	
To replace Addison Sammet	12/30/2015	Commissioner John Alemán	12/31/2021

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Albert	Parron		12/31/2017	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		12/31/2016	Mayor Philip Levine	12/31/2022
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	Wolfson/Rosen Gonzalez	12/31/2022
Manon "Marie"	Hernandez		12/31/2016	Weithorn/Alemán	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	Tobin/Arriola	12/31/2018
Stg. Luis	Sanchez	ex-officio MB Marine Patrol			

Applicants	Applicants
Adrian Gonzalez	Bruce Bennett
Darren Cefalu	Eric Lawrence
Isaiah Mosley	Jack Benveniste
Jeff Cynamon	Jennifer Lampert
Joel Aberbach	John Kanter
John Lee	Julio Magrisso
Iior Ieser	Maurice Goodbeer
Mayela Mueller	Michael Ritger
Michael Levine	Michael Hall
Michael Tenzer	Patrick Camm
Stephen Bernstein	Yael Sade

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

Brian Gilderman

Applicants

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: Bonnie Stewart

Vacancy:

To replace Gertrude Arfa	12/31/2016	Commissioner Ricky Arriola	
To replace Tiffany Lapciuc	12/31/2015	Mayor Philip Levine	12/31/2017
To replace Nikki Weisburd	12/31/2016	Commissioner Ricky Arriola	
To replace Dona Zemo	12/31/2016	Mayor Philip Levine	12/31/2021

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
Dr. Corey	Narson		12/31/2015	Commissioner Micky Steinberg	12/31/2021
Francinelee	Hand		12/31/2016	Commissioner Joy Malakoff	12/31/2016
Heather	Davis		12/31/2015	Tobin/Arriola	12/31/2021
Jessica	Conn		12/31/2016	Wolfson/Rosen Gonzalez	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
Kathy	Andersen		12/31/2017	Commissioner John Alemán	12/31/2023
Laurie Kaye	Davis		12/31/2016	Wolfson/Rosen Gonzalez	12/31/2021
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	Wolfson/Rosen Gonzalez	12/31/2017
Regina	Berman		12/31/2016	Mayor Philip Levine	12/31/2017
Tiva	Leser		12/31/2017	Commissioner John Alemán	12/31/2023
Veronica	Camacho-Krieger		12/31/2017	Commissioner John Alemán	12/31/2023

Applicants	Applicants
Adriana Pampanas	Allee Newhoff
Barbara Kaufman	Bonnie Crabtree
Britta Hanson	Christina LaBuzetta
Dale Gratz	Eda Valero-Figueira
Elizabeth Resnick	Eneida Mena
Helen Swartz	Jenifer Caplan
Jennifer Lampert	Joanna Popper
Josephine Pampanas	Joyce Garret
Karen Rivo	Kathy Andersen
Laura Levey	Lynette Long

Marina Aviles

Melissa Sheppard-Broad

Meryl Wolfson

Monica Casanova

Patricia Valderrama

Robin Schwartz

Samantha Bratter

Tamra Sheffman

Marjorie O'Neill-Buttler

Meryl Wolfson

Monica Matteo-Salinas

Pan Rogers

Rebecca Boyce

Rocio Sullivan

Sara Fuchs

Tashaunda Washington

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

Adriana Pampanas
Andrew Nelson
Calvin Kohli
Eleanor Ellix
Eugenio Cabreja
Janda Wetherington
Jill Shockett
Kara White
Kevin Kelsick
Marian Del Vecchio
Michael McManus
Monica Matteo-Salinas
Pedro Menocal
Ray Breslin
Suely Suchodolski
Wesley Castellanos

Applicants

Allee Newhoff
Bradley Ugent
Dr. Daniel Nixon
Elliott Richard Alhadeff
Ivan Montes
Jenna Ward
Joanna Popper
Kenneth Wilcox
Lynette Long
Mark Balzli
Monica Harvey
Otiss (Arah) Lester
Peter Martin
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

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
Darren	Cefalu		12/31/2016	Mayor Philip Levine	12/31/2022
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

Adriana Pampanas

Christine Butler

Deborah Robins

Elizabeth DiBernardo

Hicham Moujahid

Jarred Reiling

Jay Dermer

Lisa Almy

Rafael Leonor

Stephen Fox, Jr.

Applicants

Andrea Travaglia

David Mardini

Dr. Andrew Nullman

Gia Kastelic

Ivan Montes

Jarred Relling

Kenneth Wilcox

Michael Levine

Robin Schwartz

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: Danila Bonini

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Janet	Horwitz	Pescara, Italy	12/31/2017	Mayor Philip Levine	12/31/2023
Betsy	Perez	Rio de Janeiro, Brazil	12/31/2017	Mayor Philip Levine	12/31/2023
Carolyn	Baumel	Brampton, Canada	12/31/2017	Mayor Philip Levine	12/31/2021
Deborah	Robins	Almonte, Spain	12/31/2017	Mayor Philip Levine	12/31/2021
George	Neary	Other	12/31/2016	Mayor Philip Levine	12/31/2016
Harvey	Burstein	Fujisawa, Japan	12/31/2017	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	12/31/2017	Mayor Philip Levine	12/31/2021
Joyce	Garret	Ica, Peru	12/31/2016	Mayor Philip Levine	12/31/2021
Kathryn	Orosz	Basel, Switzerland	12/31/2017	Mayor Philip Levine	12/31/2023
Laura	Colin	Other	12/31/2017	Mayor Philip Levine	12/31/2022
Lidia	Resnick	Santa Marta, Colombia	12/31/2016	Mayor Philip Levine	12/31/2021
Lisa	Desmond	Other	12/31/2017	Mayor Philip Levine	12/31/2021
Magui	Benitez	Other	12/31/2017	Mayor Philip Levine	12/31/2021
Maria	Maltagliati	Fortaleza, Brazil	12/31/2016	Mayor Philip Levine	12/31/2021
Nuccio	Nobel	Cozumel, Mexico	12/31/2016	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 Todd
Darin Feldman
Elizabeth Camargo
Israel Sands
Joseph Hagen
Monica Fluke
Rebecca Boyce
Tamra Sheffman

Applicants

Charles Million
Christopher Pace
Dr. Andrew Nullman
Gabriel Paez
Jared Plitt
Laura Levey
Raymond Adrian
Rocio Sullivan
Tiffany Heckler

Wesley Castellanos

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	Wolfson/Rosen Gonzalez	12/31/2015
Jenifer	Caplan	Golf	12/31/2015	City Commission	12/31/2019
Jonathan	Groff		12/31/2016	Weithorn/Alemán	12/31/2017
Lee	Zimmerman		12/31/2015	Commissioner Joy Malakoff	12/31/2021
Leslie	Graff TL		12/31/2015	Tobin/Arriola	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	Applicants
Beverly Heller	Brett Harris
Bruce Bennett	Bruce Reich
Christopher Todd	Daniel Nagler
Eneida Mena	Isaiah Mosley
Joseph Hagen	Joseph Conway
Lindsay Genet	Mark Balzli
Mojdeh Khaghan	Nawaz Gilani
Patrick Camm	Samuel Rabin, Jr.
Suely Suchodolski	Tiffany Heckler

Wesley Castellanos

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

Vacancy:

To replace Rosalie Pincus TL	12/31/2015	City Commission	12/31/2015

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
Sylvia	Crespo-Tabak	Human Resources Director			
Alex	Bello	Group I	07/31/2017		
Eduardo	Carranza	Group II	07/31/2016		
Evette	Phillips	Group III	07/31/2018		

Applicants

Christine Butler

Michael Perlmutter

Richard Preira

Applicants

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
James Silvers	Jared Galbut
Jeffrey Cohen	Jessica Conn
Jonathan Fryd	Madeleine Romanello
Marina Novaes	Mark Alhadeff
Mark Meland	Marvin Weinstein
Michael Steffens	Muayad Abbas
Nelson Fox	Noah Fox

Boards and Committees Current Members

Richard Baron

Ruben Conitzer

Suzanne Hollander

Robert Sena

Seth Frohlich

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 Antonio Hernandez Jr.	12/31/2016	Commissioner Joy Malakoff	12/31/2021
To replace Tiva Leser	12/31/2015	Commissioner Kristen Rosen Gonzalez	12/31/2021
To replace Melissa Sheppard-Broad	12/31/2016	Commissioner Ricky Arriola	12/31/2021

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
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	Weithorn/Alemán	12/31/2015
John	Kanter		12/31/2017	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
Monica	Fluke		12/31/2017	Mayor Philip Levine	12/31/2023
Nelson	Gonzalez TL		12/31/2015	Tobin/Arriola	12/31/2015
Steven	Oppenheimer		12/31/2016	Wolfson/Rosen Gonzalez	12/31/2017
Walter	Lucero		12/31/2015	Weithorn/Alemán	12/31/2019

Applicants

ALAN NIEDER

Antonio Hernandez Jr.

Deborah Ruggiero

Eugenio Cabreja

Hicham Moujahid

Jarred Reiling

Jordan Nadel

Joyce Garret

Lawrence Raab

Leif Bertrand

Mario Coryell

Applicants

Allison Stone

Daniel Nagler

Eric Lawrence

Heather Davis

Jack Benveniste

Jill Shockett

Joseph Hagen

Larry Colin

Lee Zimmerman

Lori Gold

Melissa Sheppard-Broad

Boards and Committees Current Members

Michael Ritger
Nawaz Gilani
Prakash Kumar
Rafael Leonor
Stephen Fox, Jr.
Zeiven Beitchman
Michael Bernstein
Oren Reich
Rachel Schuster
Richard Preira
Tiva Leser

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

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Aleksandar	Stojanovic	Production	12/31/2016	Mayor Philip Levine	12/31/2021
Belkys	Nerey	Production	12/31/2015	Weithorn/Alemán	12/31/2018
Bruce	Orosz TL	Fashion	12/31/2015	Tobin/Arriola	12/31/2015
Daniel	Davidson	Fashion	12/31/2016	Commissioner Michael Grieco	12/31/2021
Ellen	Marchman	News Media	12/31/2016	Commissioner Joy Malakoff	12/31/2022
Joanna-Rose	Kravitz	Recording Industry	12/31/2015	Commissioner Micky Steinberg	12/31/2021
Noreen	Legault-Mendoza	TV/Film	12/31/2015	Wolfson/Rosen Gonzalez	12/31/2017

Applicants

Elizabeth DiBernardo

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

Vacancy:

To replace Susan Hart	12/31/2015	Mayor Philip Levine	12/31/2021

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	Weithorn/Alemán	12/31/2015
Lily	Furst TL		12/31/2015	Wolfson/Rosen Gonzalez	12/31/2015
Michael	DeFilippi		12/31/2016	Tobin/Arriola	12/31/2021
Steve	Vincenti		12/31/2016	Commissioner Michael Grieco	12/31/2021

Applicants

Amy Rabin

Brian Gilderman

Isaiah Mosley

John Lee

Russell Hartstein

Yael Sade

Applicants

Andrea Travaglia

Bruce Bennett

Jenifer Caplan

Marivi Iglesias

Walker Burttschell

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 Eric Montes de Oca		12/31/2015	Commissioner Ricky Arriola	12/31/2022
To replace Mark Weithorn	Member No.Beach Development Corp.	12/31/2016		

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Al	Feola	Member Ocean Drive Association	12/31/2016		
David	Mardini		12/31/2016	Mayor Philip Levine	12/31/2022
Deborah	Ruggiero		12/31/2016	Commissioner Micky Steinberg	12/31/2021
Del	Fruit	Member Mid-Beach Neighborhood or Bus Assc.	12/31/2016		
Frederick Charles	Sake		12/31/2016	Weithorn/Alemán	12/31/2022
Jo	Asmundsson	Member MBCDC	12/31/2016		
Madeleine	Romanello	Member MBCC	12/31/2016		
Ray	Breslin		12/31/2015	Commissioner Joy Malakoff	12/31/2021
Scott	Diffenderfer TL		12/31/2015	Wolfson/Rosen Gonzalez	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
Eric Montes de Oca	Gia Kastelic
Ian Bacheikov	Ian Bacheikov
Leif Bertrand	Lila Imay

Lindsay Genet

Lisa Almy

Mayela Mueller

Rafael Leonor

Suely Suchodolski

lior leser

Marina Aviles

Michael Ritger

Robert Lopez

Yael Sade

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

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	Applicants
Charles Million	Christy Farhat
Craig Smith	Dona Zemo
Heather Davis	Jared Galbut
Jeffrey Graff	Josephine Pampanas
Kristen Rosen Gonzalez	Laurence Herrup
Mark Tamis	Matthew Krieger
Seth Feuer	Steven Adkins

City Commission Committees

Finance & Citywide Projects Committee

Position	Name	Appointed by
Chair	Ricky Arriola	Mayor Levine
Vice-Chair	Commissioner Joy Malakoff	Mayor Levine
Member	John Alemán	Mayor Levine
Alternate	Commissioner Micky Ross Steinberg	Mayor Levine
Liaison	Juan Rodriguez	

Land Use & Development Committee

Position	Name	Appointed by
Chair	Commissioner Joy Malakoff	Mayor Levine
Vice-Chair	Commissioner Michael Grieco	Mayor Levine
Member	John Alemán	Mayor Levine
Alternate	Mayor Philip Levine	Mayor Levine
Liaison	Thomas Mooney	

Neighborhood/Community Affairs Committee

Position	Name	Appointed by
Chair	Commissioner Michael Grieco	Mayor Levine
Vice-Chair	Commissioner Micky Ross Steinberg	Mayor Levine
Member	Kristen Rosen Gonzalez	Mayor Levine
Alternate	John Alemán	Mayor Levine
Liaison	Daphne Saba	

Sustainability and Resiliency Committee

Position	Name	Appointed by
Chair	Commissioner Micky Ross Steinberg	Mayor Levine
Vice-Chair	Ricky Arriola	Mayor Levine
Member	Kristen Rosen Gonzalez	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 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

VACANT:

- Miami-Dade County Homeless Trust Board
- Miami-Dade County League of Cities

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: Rafael E. Granado, City Clerk

DATE: December 9, 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 (7):

- 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.
- One citizen who represents employers within the jurisdiction.

POSSIBLE REAPPOINTMENTS TO BE MADE (1):

- One citizen actively engaged as a real estate professional in connection with affordable housing.
  1. *Suzanne Hollander.*

2. <u>ART IN PUBLIC PLACES COMMITTEE</u>

VACANCIES (0):

POSSIBLE REAPPOINTMENTS TO BE MADE (3):

- Members 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.
  1. *Chana Sheldon*
  2. *Ombretta Agro Andruff*
  3. *Patricia Frost*

3. <u>BOARD OF ADJUSTMENT</u>

VACANCIES (2):

- Florida Licensed Architecture, Florida Licensed Engineering and/or General Business.
- Florida Licensed Certified Public Accountant

POSSIBLE REAPPOINTMENTS TO BE MADE (2):

- Financial Advisor
  1. *Barton Goldberg*

- At-Large
  1. *Heidi Tandy*

4. <u>BUDGET ADVISORY COMMITTEE</u>

VACANCY (1):

- One Certified Public Accountant.

5. <u>COMMITTEE FOR QUALITY EDUCATION IN MIAMI BEACH</u>

VACANCY (1):

- The City Commission shall designate one of its members to serve as City Commission liaison to the Committee for Quality Education.

6. DESIGN REVIEW BOARD

VACANCIES (0):

POSSIBLE REAPPOINTMENTS TO BE MADE (4):

- Two Vacancies for an architect registered in the United States.
  1. *Annabel Delgado Harrington*
  2. *Elizabeth Camargo*

- One Vacancy for a landscape architect registered in the State of Florida.
  1. *Deena Bell*

- One Vacancy for an at-large position.
  1. *John Turchin*

7. HEALTH ADVISORY COMMITTEE

VACANCIES (3):

- One member shall be administrator from an Adult Congregate Living Facility (ACLF), and/or an Assisted Living Facility (ALF).

- One private individual.

- One member shall be a representative from the nursing profession.

POSSIBLE REAPPOINTMENTS TO BE MADE (2):

- One member shall be a health benefits provider.
  1. *Dr. Todd Narson*

- One individual from the corporate level.
  1. *Richard Awdeh*

8. HISTORIC PRESERVATION BOARD:

VACANCIES (2):

- One 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.

- One at large member who has resided in one of the City's historic districts for at least one year, and has demonstrated interest and knowledge in architectural or urban design and the preservation of historic buildings.

POSSIBLE REAPPOINTMENTS TO BE MADE (2):

- One architect registered the State of Florida with practical experience in the rehabilitation of historic structure.
  1. *John Stuart*

- One 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.
  1. *Wyn Bradley*

9. MIAMI BEACH CULTURAL ARTS COUNCIL

VACANCY (4):

- Four members to be appointed At-Large.

POSSIBLE REAPPOINTMENTS TO BE MADE (1):

- One member to be appointed At-Large.
  1. *Merle Weiss*

10. MIAMI BEACH HUMAN RIGHTS COMMITTEE

VACANT CATEGORIES (0):

POSSIBLE REAPPOINTMENTS TO BE MADE (5):

- To be appointed At-Large.
  1. *Bradley Ugent*
  2. *Ivan Cano*
  3. *Walker Burttschell*
  4. *William Warren*

- One member in good standing licensed to practice law in the State of Florida.
  1. *Alan Fishman*

11. 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.

POSSIBLE REAPPOINTMENTS TO BE MADE (3):

- One member having an affiliation with Scott Rakow Youth Center.
  1. *Dana Turken*

- One member who has demonstrated a high degree of interest, participation and/or expertise in the sport of tennis.
  1. *David Berger*

- One member who has demonstrated a high degree of interest, participation and/or expertise in the sport of golf.
  1. *Jenifer Caplan*

12. PERSONNEL BOARD

VACANCY (2):

- Two citizens of Miami Beach, not in the employment of the City, each having a different vocation.

POSSIBLE REAPPOINTMENTS TO BE MADE (2):

- Two citizens of Miami Beach, not in the employment of the City.
  1. *Ivette Isabel Borrello*
  2. *Matthew Krieger*

13. PLANNING BOARD

VACANCY (1):

- One attorney licensed to practice law in the State of Florida who has considerable experience in land use and zoning issues

POSSIBLE REAPPOINTMENTS TO BE MADE (3):

- Two Vacancies for citizens at-large or engaged in general business in the City.
  1. *Brian Elias*
  2. *Randolph Gumenick*

- One Vacancy for a developer who has experience in developing real property; or an attorney in good standing licensed to practice law within the United States.
  1. *Jeffrey Feldman*

14. VISITOR AND CONVENTION AUTHORITY

VACANCIES (1):

- One member to be appointed At-Large (not from the hotel industry).

POSSIBLE REAPPOINTMENTS TO BE MADE (4):

- Two members to be appointed At-Large (not from the hotel industry).
  1. *Adrian Gonzalez*
  2. *Daniel Hertzberg*

- One member to be appointed At-Large or from the hotel industry.
  1. *Stephen Hertz*

- One member to be appointed from the hotel industry.
  1. *Tim Nardi*

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.

MIAMIBEACH

NOTICE OF LAND USE BOARD VACANCY BOARD OF ADJUSTMENT

The City of Miami Beach is currently seeking applications to fill a vacancy in the Board of Adjustment. The Board of Adjustment is composed of seven members. The current vacancy is for the following category:

- General Business. The member representing general business shall be of responsible standing in the community;

The Board of Adjustment has the following powers and duties:

(1) To hear and decide appeals when it is alleged that there is error in any order, requirement, decision, or determination made by an administrative official in the enforcement of these land development regulations with the exception of appeals pursuant to section 118-197 and section 118-262. In the event of an administrative appeal to the board of adjustment, the planning director may engage the services of an attorney for the purpose of representing the administrative officer who made the decision that is the subject of the appeal. In exercising this power, the board of adjustment, may upon appeal, reverse or affirm, wholly or partly, the order, requirement, decision, or determination, and to that end shall have all the powers of the officer from whom the appeal is taken. The concurring vote of five members of the board shall be necessary to reverse any order, requirement, decision, or determination of any such administrative official or to decide in favor of the applicant on any matter upon which the board is required to pass under these land development regulations.

(2) Except for those variance requests specified as part of applications for development approval within the jurisdiction of the Design Review Board or Historic Preservation Board, where there are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of said Zoning Ordinance, the board of adjustment shall have the power in passing upon appeals, to vary or modify any regulations or provisions of such ordinance relating to the use, construction, or alteration of buildings or structures, or the use of land, so that the spirit of the Zoning Ordinance shall be observed, public safety and welfare secured, and substantial justice done. In no case shall the board have any power to amend the Zoning Ordinance with reference to the use of land, or jurisdiction over any request for variance which shall constitute an amendment to the Zoning Ordinance as to the use of land, nor shall the board have power to grant a height variance greater than 3 feet or any variance from a property's allowable number of stories (floors). The board shall fix a reasonable time for the hearing of any matter before it and shall give due notice thereof to the parties. Variances are authorized under section 118-351(a), pursuant to the requirements of chapter 118, article VIII, of the land development regulations. Five affirmative votes shall be necessary to approve any variance request.

(b) The board of adjustment shall serve as the city's floodplain management board in reviewing applications for properties within its jurisdiction and shall have the authority to exercise all powers and perform all duties assigned to such board pursuant to section 54-31, et seq. and Resolution No. 93-20698, and in accordance with the procedures set forth therein as such ordinance and resolution may be amended from time to time. For the purposes of determining jurisdiction, the criteria in section 118-351(a) shall be utilized.

The Board of Adjustment is a quasi-judicial board, whose members are appointed with the concurrence of at least four members of the City Commission. The members of the Board of Adjustment are subject to all applicable, State, County and City ethics laws, as well as Section 2-21 through 2-27 and Sections 118-71 through 118-77 of the Miami Beach City Code.

Interested persons with applicable backgrounds may submit their application, resume, photograph and professional license(s) at http://secure.miamibeachfl.gov/bcapp/bacupload.aspx or in person at the Office of the City Clerk, 1700 Convention Center Drive, Miami Beach, FL 33139.

All Board or Committee members serve without compensation. All Board or Committee members receive an annual parking pass.

Rafael E. Granado, City Clerk
City of Miami Beach

Ad 1102

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Rafael E. Granado, City Clerk
Members Of The City Commission

FROM: Philip Levine, Mayor

DATE: December 9, 2015

SUBJECT: Appointment of David C. Greeff to the Housing Authority

Please place on the December 9, 2015 City Commission Meeting Agenda my appointment of David C. Greeff to the Housing Authority of the City of Miami Beach. His application, resume, and photograph are attached.

Mr. Greeff has lived in Miami Beach since 2002, when he was named Senior Vice President and Chief Financial Officer of Athena Karlton, SOBE, which was a condominium conversion project for the Waverly at South Beach. In recent years, Mr. Greeff has served as a Director and President of the Waverly Condo Association. Currently, Mr. Greeff is a residential Real Estate Sales Associate with Acquire International Realty.

Mr. Greeff has a Bachelor of Arts degree in History from the University of Vermont and a Master's in Public Administration from the Kennedy School of Government at Harvard University.

Pursuant to Florida Statute §421.05, the Mayor appoints members to the Housing Authority, with the approval of the governing body.

If you need additional information, please contact Gloria Baez, the Mayor's Chief of Staff at 305.673.7030.

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Agenda Item R9A2
Date 12-9-15

MIAMIBEACH

BOARD AND COMMITTEE APPLICATION FORM

Last Name	First Name	Middle Initial
GREEFF	DAVID	C

Home Address	City	State	Zip Code
	MIAMI BEACH,	FL	33139

Home Telephone	Work Telephone	Cellular Telephone	Email address
			DANGREEFF@AOL.COM

Business Name	Occupation
ACQUIRE INTERNATIONAL REALTY	SALES ASSOCIATE

Business Address	City	State	Zip Code
309 23rd St. ~~[illegible]~~ SUITE 3360	MIAMI BEACH,	FL	33139

Professional License (describe): REAL ESTATE SALES ASSOCIATE Expires: 3/31/17

Please attach a copy of currently effective professional license.

Pursuant to City Code section 2-22(4)a & b: Members of agencies, boards and committees shall be affiliated with the City. This requirement shall be fulfilled in the following ways: a. An individual shall have been a resident of the City for a minimum of six months; or b. An individual shall demonstrate ownership/interest for a minimum of six months in a business established in the City for a minimum of six months.

- Resident of Miami Beach for a minimum of six (6) months: **Yes** ☒ or **No** ☐
- Demonstrates ownership/interest in a business in Miami Beach for a minimum of six months: **Yes** ☐ or **No** ☒
- Are you a registered voter in Miami Beach: **Yes** ☒ or **No** ☐
- I am now a resident of: **North Beach** ☐ **South Beach** ☒ **Middle Beach** ☐
- I am applying for an appointment because I have special abilities, knowledge and experience. **Please list below:** 15 YEARS OF REAL ESTATE EXPERIENCE IN SALES, DEVELOPMENT FINANCE AND MANAGEMENT
- Are you presently a registered lobbyist with the City of Miami Beach? **Yes** ☐ or **No** ☒

Please list your preferences in order of ranking [1] first choice [2] second choice, and [3] third choice. **Please note that only three (3) choices will be observed by the Office of the City Clerk.**

☐ Affordable Housing Advisory Committee	☐ Health Facilities Authority Board	☐ Normandy Shores Local Government Neighborhood Improvement
☐ Art in Public Places Committee	☐ Hispanic Affairs Committee	☐ Parks and Recreation Facilities Board ∞
☐ Board of Adjustment *☆	☐ Historic Preservation Board ☆	☐ Personnel Board
☐ Budget Advisory Committee	☒ Housing Authority	☐ Planning Board*☆
☐ Committee on the Homeless	☐ LGBT Advisory Committee	☐ Police Citizens Relations Committee
☐ Committee for Quality Education in MB	☐ Marine & Waterfront Protection Authority	☐ Production Industry Council
☐ Convention Center Advisory Board	☐ Miami Beach Commission for Women	☐ Sustainability Committee
☐ Design Review Board* ☆	☐ Miami Beach Cultural Arts Council	☐ Transportation, Parking, & Bicycle-Pedestrian Facilities Committee
☐ Disability Access Committee	☐ Miami Beach Human Rights Committee	☐ Visitor and Convention Authority
☐ Health Advisory Committee	☐ Miami Beach Sister Cities Program	

* **Board members are required to file Form 1 – "Statement of Financial Interest" with the State.**

☆ **If you seek appointment to a professional seat (e.g., lawyer, architect, etc.) on the Board of Adjustment, Design Review Board, Historic Preservation Board or Planning Board, attach a copy of your currently-effective license, and furnish the following information:**

Type of Professional License _____ **License Number** _____

License Issuance Date _____ **License Expiration Date** _____

∞ **Note**: If applying for the Youth Center positions of the Parks and Recreations Facilities Board, please indicate your affiliation with the Scott Rakow Youth Center and/or the North Shore Parks Youth Center: _____

- Please describe your past service with the City's Youth Centers (include dates of service): _____

- Present participation in Youth Center activities by your children: Yes ☐ No ☐

  If yes, please list below the names of your children, their ages and the programs in which they participate:

Child's name: _____ Age: _____ Program: _____

Child's name: _____ Age: _____ Program: _____

- Have you ever been convicted of a felony? **Yes** ☐ or **No** ☒ If yes, please explain in detail:

- Do you currently have a violation(s) of City of Miami Beach Code? **Yes** ☐ or **No** ☒ If yes, please explain in detail:

- Do you currently owe the City of Miami Beach any money? **Yes** ☐ or **No** ☒ If yes, explain in detail:

- Are you currently serving on any City Board or Committee? **Yes** ☐ or **No** ☒ If yes, which board/committee?

- In what organization(s) in the City of Miami Beach do you currently hold membership?

Name Position

Name Position

- List all properties owned or in which you have an interest within the City of Miami Beach: SOLE OWNER: 1330 WEST AVE # 3307 MIAMI BEACH, FL 33139

- Are you now employed by the City of Miami Beach? **Yes** ☐ or **No** ☒

  Which department and title? _____

- **Pursuant to City Code Section 2-25 (b)**: Do you have a parent ☐, spouse ☐, child ☐ brother ☐ or sister ☐ who is employed by the City of Miami Beach? **Yes** ☐ or **No** ☒

If "Yes," identify person(s) and department(s): _____

The following information is voluntary and is neither part of your application nor has any bearing on your consideration for appointment. It is being asked to comply with City diversity reporting requirements.

Gender: Male ☐ Female ☐

Race/Ethnic Categories

What is your race?

☐ African-American/Black
☒ Caucasian/White
☐ Asian or Pacific Islander
☐ Native-American/American Indian

☐ Other – Print Race: _____

Do you consider yourself to be Spanish, Hispanic or Latino/a? *Mark the "No" box if **not** Spanish, Hispanic, Latino/a.*

☒ No
☐ Yes

Do you consider yourself Physically Disabled?

☒ No
☐ Yes

NOTE: IF APPOINTED, YOU WILL BE REQUIRED TO FOLLOW CERTAIN LAWS THAT APPLY TO CITY BOARD/COMMITTEE MEMBERS. THESE LAWS INCLUDE, BUT ARE NOT LIMITED TO:

- Prohibition from directly or indirectly lobbying City personnel (Miami Beach City Code section 2-459).
- Prohibition from contracting with the City (Miami-Dade County Code section 2-11.1).
- Prohibition from lobbying before the board/committee you have served on for period of one year after leaving office (Miami Beach City Code section 2-26).
- Requirement to disclose certain financial interests and gifts (Miami-Dade County Code section 2-11.1).
- CMB Community Development Advisory Committee: prohibition, during tenure and for one year after leaving office, from having any interest in or receiving any benefit from Community Development Block Grant funds for either yourself, or those with whom you have business or immediate family ties (CFR 570.611).
- Sunshine Law - Florida's Government-in-the-Sunshine Law was enacted in 1967. Today, the Sunshine Law regarding open government can be found in Chapter 286 of the Florida Statutes. These statutes establish a basic right of access to most meetings of boards, commissions and other governing bodies of state and local governmental agencies or authorities.
- Voting conflict – Form 8B is for use by any person serving at the county, city or other local level of government on an appointed or elected board, council, commission, authority or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Upon request, copies of these laws may be obtained from the City Clerk.

I HEREBY ATTEST TO THE ACCURACY AND TRUTHFULNESS OF THE APPLICATION; AND I HAVE RECEIVED, READ AND WILL ABIDE BY CHAPTER 2, ARTICLE VII, OF THE MIAMI BEACH CITY CODE, ENTITLED "STANDARDS OF CONDUCT FOR CITY OFFICERS, EMPLOYEES AND AGENCY MEMBERS AND ALL OTHER APPLICABLE COUNTY AND/OR STATE LAWS AND STATUTES ACCORDINGLY."

David C. Graeff — 11/24/15 — DAVID C. GRAEFF

Applicant's Signature — Date — Name of Applicant (PLEASE PRINT)

Received in the Office of the City Clerk by: _____

Name of Deputy Clerk — Control No. — Date

PLEASE ATTACH A CURRENT RESUME, PHOTOGRAPH AND A COPY OF / APPLICABLE PROFESSIONAL LICENSE.

ATTACH ADDITIONAL SHEETS, IF NECESSARY, TO PROVIDE REC INFORMATION.

David C. Greeff

E-mail: davgreeff@aol.com

Professional Experience

Live Realty, Miami Beach, FL, Acquire International Realty, Miami Beach, FL
Sales Associate, Member, Miami Association of Realtors **2010-Present**

The ATHENA Group, LLC, Miami Beach, FL **2002-2008**

Chief Financial Officer, Project Executive, Senior Vice President Acquisitions

***Chief Financial Officer*, 2002-2007**. Managed sales, marketing, finance, closing and administration for a $150 million 408 unit condominium conversion (The Waverly at South Beach), owned by Athena Karlton SOBE, LLC, a joint venture between the New York based Athena Group, LLC and the Miami Beach based Karlton Properties.

***Project Executive*, 2005-2008.** Parkside at Dulles, a $70 million new construction project of 145 town homes in Sterling, VA.; the Grove at Arlington, a $75 million 190 unit conversion in Arlington, and the Rob Clark, an $85 million 106 unit conversion in Beverly Hills, CA.. Concurrent responsibilities included managing regional offices in Miami Beach, and Beverly Hills, CA.

***Senior Vice President, Acquisitions*, 2005-2008**. Analyzed and evaluated acquisition opportunities in residential new construction, multi-family apartments, and mixed use projects in South Florida and Southern California.

Veritas Venture Lab, New York, NY **2002**
Consultant
Provided consulting services including business plan development, strategic planning, and funding strategy to early stage technology companies.

UNASERVE, INC., New York, NY **2000**
Executive Vice President, Sales and Marketing
Developed and implemented sales and marketing strategy for Internet and telecommunications based payment-processing business targeting mid-size government jurisdictions, universities, and utilities.

KIDZ.NET, USA, New York, NY **1999-2000**

President
Managed U.S. operations for an Australian based publicly traded company developing a secure Internet network for children. Developed business plan, financing strategies, technology plan, and staffing plan for ***Kidz.net's*** entry into the United States market.

FORD SPORTS INT'L, division of Ford Models Inc. New York, NY **1998-1999**
Consultant Worked with Bill Ford, president of FSI, to develop new business in advertising and naming rights for minor league baseball stadiums.

NETWORK EVENT THEATER (Now Youthstream Media), New York, NY **1995- 1996**
Vice President, Sales and Marketing
Developed and managed national sales and marketing department for venture company establishing a large-screen, satellite entertainment network on college campuses. Managed affiliate relationships including sales and marketing, contract negotiations, promotion, sponsorship, multi-media strategies, advertising and ticket sales. Managed sales force with offices in New York, Indiana, Arizona, and Utah. Developed programming in film, education, performance arts, and public affairs. Developed 30 affiliate relationships, which positioned the company for an initial public offering, completed April 1996.

BACK ROW PRODUCTIONS, New York, NY **1994**
Consultant
Adviser on strategic planning for production and development company specializing in theater, music, and filmed media. Developed CD-ROM and film projects.

MICHIGAN PARTNERSHIP FOR NEW EDUCATION, East Lansing, MI **1991-1994**

Chief Financial Officer, 9/91-12/93. Managed $10 million annual budget and $48 million five-year plan. Managed relationship with fiscal agent (Michigan State University), the state legislature, public and private funding sources, and multiple university and school partners. Developed proprietary accounting system to manage multiple donor, school, and university financial relationships. Worked with Michigan congressional delegation to secure annual appropriations, funding for professional development in Goals 2000, and greater connections between K-12 and higher education restructuring.

Adviser to Chairman of the Board, 1/91-8/94. Adviser on management, strategic planning, program development, finance, government relations, board meetings, marketing, public relations, and development.

Assistant to the President for Strategic Planning, 12/93-8/94. Developed second five-year strategic plan for implementation of a proposed statewide education innovation system. Assisted with National Governor's Association proposal for the development of a statewide plan for professional development. Researched and co-authored paper: *Systemic Education Reform: The Michigan Partnership and Charter Schools.*

CONSULTANT, Washington, DC **1990- 1991**

Created conceptual business plan for proposed communications and information products company specializing in consumer and corporate social responsibility. Plan examined market opportunities for providing information services to individuals and corporations. Plan created for the private entrepreneur Robert Stein.

Private INVESTOR, New York, NY

1987-90

Invested funds in equity, debt, commodities markets, and private placements.

PAINE WEBBER GROUP INC., New York, NY **1983-87**

Vice President, National Sales Manager, Mitchell Hutchins Asset Management, 1986-87. Managed the domestic branch system sales and marketing department of Paine Webber's $2.5 billion money management subsidiary. Raised assets from high net worth individuals and public and private pension funds.

Vice President, National Research Marketing, 1984-86.

Marketed Paine Webber's investment research to the branch system's 4000 investment executives. Conducted seminars on investment policy and macro-economic forecasts. Developed and wrote national print advertising for the Wall Street Journal and financial television. Member, Focus List Committee, which selected a diverse portfolio of equities for emphasis to the national sales force. Registered, Series7, Series 3.

Assistant to the President, Analyst, Branch Administration, 1983-84.

Wrote president's corporate communications and speeches on the financial services industry. Analyzed branch office profitability and developed new investment executive compensation system.

ABC NEWS 20/20, Production Associate, New York, NY **1981-82**

Created, researched, and conducted interviews for feature stories. Expert on stories dealing with the death of Leonid Brezhnev and the Soviet succession process.

SHEARSON LOEB RHOADES, Sugar Arbitrage Trader. New York, NY **1980-81**

Traded sugar and international currencies in New York, Paris, and London for institutional commodities dealers. Registered, Series 3.

Education

Kennedy School of Government, Harvard University, Masters in Public Administration. **1998**

Studied business, legal and public policy issues on the Internet, international capital markets, corporate finance, international trade and finance, business and government, macroeconomics, and American foreign policy.

University of Vermont, Burlington, VT. B.A. with Honors, history. **1980**

Honors Thesis: *SALT III: Issues and Options from the US Perspective.* **Editor-in-Chief**, *Vermont Cynic*, undergraduate weekly newspaper averaging 40 pages with 10,000 circulation, 1978-1979.

Phillips Academy, Andover, Massachusetts, Diploma. **1975**

Volunteer

President, Waverly at South Beach Condo Association **2012-13**

Miami Beach Botanical Garden, Quogue Historical Society **2015**

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

ISSUED: 12/29/2014

REAL ESTATE SALES ASSOCIATE
GREEFF, DAVID CHAPIN

IS LICENSED under the provisions of Ch.475 FS.
Expiration date : MAR 31, 2017 L1412290001413

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 12-9-15

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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 12-9-15

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R9 - New Business and Commission Requests

R9D Discussion And Approval Of The 2016 State Legislative Priorities.
(Sponsored by Mayor Philip Levine)

Agenda Item R9D
Date 12-9-15

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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: December 9, 2015

SUBJECT: **DISCUSSION REGARDING POTENTIAL ACQUISITION OF THE PROPERTY LOCATED AT 6961 INDIAN CREEK DRIVE IN NORTH BEACH FOR A BUILDING DEPARTMENT SATELLITE OFFICE.**

ADMINISTRATION RECOMMENDATION

Allow Administration to continue investigations and to negotiate a purchase and sale agreement with owner of the property to be considered by the Commission at a future meeting.

BACKGROUND

In an effort to become more customer friendly and reduce vehicles on City roadways, the Administration has continued to seek ways to bring City services closer to residents and property owners particularly in the North Beach area. With this in mind, the Administration has continued to search for ways to locate a Building Department satellite office in the northern end of the City to service North Beach and parts of Mid Beach. Such an office would allow for residents and business owners to apply for building permits closer to their homes or businesses allowing these customers to avoid getting in their vehicles for what can be a 20-30 minute drive to City Hall.

By Florida Statutes, permit fees collected for building permit fees must be utilized to cover costs incurred by the department in providing services. In the past year, the Building Department has seen permit revenues that have exceeded budgeted amounts leaving funds sufficient enough to investigate the purchase of property for a satellite office as suggested above.

The Administration has been seeking an appropriate site for the location of these services for some time. In recent weeks, the Administration became aware of a property in the North Beach area that would be a good location for a satellite Building Department Office. The site, located at 6961 Indian Creek Drive, is a former single-family home that was converted a number of years ago into an office. Most recently it was a dental office for Dr. Barry Ragone, who retired several years ago but still owns the property. The site is located at the northern intersection of Indian Creek Drive and Carlyle Avenue, one block south of 71st Street. There is some confusion as to the actual square footage of the property with the Property Appraiser listing the site as being 4,000 square feet and calculations based on survey presented by the owner indicating the site is approximately 5,166 square feet. Similarly the existing structure on the site is listed by the Property Appraiser as being 1,448 square feet while information provided to the City by the owner indicates a structure of approximately 1,670 square feet. (If the City were to proceed with

Agenda Item R9E
Date 12-9-15

further investigation actual sizes would be determined by a survey prior to negotiation of a final sales price).

The Administration has had discussions with Dr. Ragone regarding a potential sale and has initiated several investigations into the site to determine if it is a viable site for the intended Building Department use. The most important of which was the commissioning of an appraisal to determine the value of the property. The City engaged National Real Estate Research, LLC to prepare this appraisal report. The appraisal, dated October 1, 2015 indicated the property had an "as-is" market value of the property of $880,000. That is to say that the property and structure, to be used "as-is"" today as an office building, has such a value. This appraisal was based on certain reasonable assumptions of square footage of the lot and structure given the uncertainties of each, as previously noted, until a final survey is completed.

In addition to the appraisal, the Property Maintenance Division of the Public Works Department has done an initial assessment of the site which did not indicate the appearance of any major defects to the structure. At the date of the authoring of this memo, investigations were anticipated to move to the next steps of having the roof fully inspected and engaging a structural engineering firm to review the structure for a more detailed, in-depth analysis of the structures condition. This information should be available in time for the December 9th Commission discussion on this item.

Staff of the Building Department also visited the site and reviewed the building for operational needs. The Department concluded that they can offer full permitting services out of this building including the opportunity for Fire Department review. Permitting services located at this site would meet the goal of offering this service to customers without the need for them to drive to City Hall. It should be noted however, that the Building Department indicated the building is of sufficient size to offer permitting services though there is no additional capacity to move other services such as building inspections to the site, thus inspectors would still need to be based at City Hall. The continued location of inspectors at City Hall would not be a detriment to the customers.

Building Department staff has indicated that there would be a need to make interior renovations to the structure to maximize work flow and efficiencies. This would most likely be in the form of several relocated, non-lode bearing walls. It is anticipated that this would not be a significant expense, however, until the structure analysis is completed, a cost estimate cannot be prepared. Staff did indicate that the building has been modified for disabled access and thus there should be no need for additional modifications for this purpose.

While the building meets the needs for a permitting office it should be noted that the site only has two, on-site parking spaces, one which would be designated for disabled parking. The site does have on-street parking on the Carlyle Avenue frontage but does not have any on the Indian Creek frontage. There is a small 15 spot parking lot behind the Byron Carlyle Theater a short block away from the site, and there is another public parking lot of approximately 38 spaces across Indian Creek Drive from the site just north of Bonita Drive. In addition, there is a significant parking lot that is unused during the day at a large church also just across Indian Creek Drive from the site that might, with approval from the church, be available during the day. While the parking is located across Indian Creek Drive from the site, it should be noted that pedestrians would need to either walk further to the south or north of the building to safely cross this busy roadway.

While the initial discussion is for this property to be home to a Building Department Satellite Office, it is the Administration's intent to locate additional services at the site where possible. At minimum a payment kiosk will be placed at the site so residents can make payment for parking permits, utilities or other City services without the need to travel to City Hall. To further expand the value of the site should the purchase proceed, remaining space that may not be required for Building Department operations could be made available for Code Enforcement workstations. Such workstations would allow Code Enforcement officers that are assigned to North Beach to be based in the area. This would eliminate the need for these officers to travel back and forth to the Code Enforcement offices on 17th Street making operations more efficient and eliminating those trips on the roadway network.

A final note related to the property; the original structure was built in 1935 and was designed by noted local architect L. Murray Dixon, who was also responsible for such buildings as the Ritz Hotel, Tudor Hotel, The Fairview, The Betsy Ross, and The Victor. While there have been some relatively minimal additions to the structure over the last 80 years, it would be the City's intent to maintain the historic integrity of the structure and preserve it as an historic asset.

Should the Commission wish to continue pursuit of this property, the Administration will engage an environmental consultant to review soil conditions and determine if any unwanted materials are present in the structure or soil. Additionally, a survey will be completed to finalize structure and lot size to aid in determining an appropriate final sales price.

CONCLUSION

The Administration recommends continued investigation of the site and negotiation of a final sales price for consideration by the Commission at a future meeting.

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager

FROM: Micky Steinberg, Commissioner

DATE: April 27, 2015

SUBJECT: Discussion item

Please place on the December 9, 2015 city commission meeting agenda a discussion on expediting a playground area adjacent to the Scott Rakow Youth Center (where previously approved) that would help service the younger children in the after care program.

If you have any questions please do not hesitate to call our office.

Tathiane Trofino
On behalf of 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.

Agenda Item R9F
Date 12-9-15

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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: December 9, 2015

SUBJECT: **DISCUSSION REGARDING CITY POLICIES FOR THE APPROVAL OF TEMPORARY PARKLETS ALONG WASHINGTON AVENUE BETWEEN 5TH STREET AND LINCOLN ROAD AS PART OF A PILOT PROJECT.**

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 cafes. 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, the Committee 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.

Resolution No. 2015-29085 was adopted by the City Commission on July 8, 2015 accepting the recommendation of the LUDC 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.

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

Agenda Item R9G
Date 12-9-15

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 in light of demand and revenue loss.

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 regarding the placement and design of parklets:

- For safety reasons, 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 from street traffic.
- A three (3)-foot wheel stop must be placed at both ends of the parklet to prevent accidents.
- ADA access is required in all parklet configurations.
- Parklet designs should attempt to include bicycle parking in all configurations.
- Paklets should avoid conflicts with utilities, fire hydrants, and mass transit.

Based on the Washington Avenue Blue Ribbon Committee's recommendation, the sidewalk café parklet is the type of design that is currently proposed for Washington Avenue from 5th Street to Lincoln Road.

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.

Permittees 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.
- Follow all applicable City Codes.

Below are images depicting sidewalk café parklets.

Proposed Pilot Parklet Permit Application Program

Attached is a proposed Pilot Parklet Permit Program Package for the City of Miami Beach. The goal of the Pilot Program is to facilitate the conversion of on-street parking spaces into publicly-accessible open space. One parklet (one on-street parking space) is currently proposed for installation per City block on both the east and west side of Washington Avenue between 5th Street and Lincoln Road.

The Pilot Program is based on issuance of a parklet permit for a term of one (1) year. If a parklet permit is granted, the parklet permittee is responsible for:

- A non-refundable application fee of $100.
- All costs related to design, materials and installation.
- All costs related to removal.

- 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 depending on location and use.
- 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 permittee.
- General maintenance including furniture and non-approved graffiti removal. In addition, permittees 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 applicable requirements related to the City's sidewalk café ordinance, as specified in the proposed permit application program.

Parklets shall not 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 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-foot wheel stop at both ends, and bollards or large non-movable planters, in order to provide adequate protection for parklet users.

Businesses that operate a sidewalk café parklet should only provide service in front of their own business. Crossing over property frontages will not be permitted as it could have the potential to present a controversy between neighboring businesses.

It is recommended that the Public Works Department administer the Pilot Parklet Permit Program as the application and approval process is very similar to that of sidewalk cafés. The pilot nature of the program will allow City staff to evaluate and adjust the program as needed.

Policy Considerations for Parklet Applications, Process and Criteria for Installation

The following policy related items should be considered further as part of defining the Pilot Program to install temporary parklets along Washington Avenue between 5th Street and Lincoln Road:

- Fees to Be Considered
  The City's Parking Bond Covenants provides for the following:
  No Free Parking. To the extent permitted by law, the City will not permit free parking or services to be supplied by the Parking System, except that (i) the City Commission, officers and employees may use facilities of the Parking System free of charge only while on official City business, (ii) the City may establish the hours during which meter charges shall be applicable and (iii) the City may permit free parking during hours when the volume of parking business does not justify the expense of collecting parking

charges.

However, the City has options in the amount it may charge for a space:

1. $26,280 annually based on the on-street parking rate of $4 per hour, 18 hours per day, and 365 days per year.
2. $10,744 annually based on the average revenue per space on Washington Avenue.
3. $9,125 annually based on the current daily space rental fee.
4. $1,200 annually based on a monthly parking permit of $100 per month (although typically applied to a lot or garage, which have lower parking rates).

Note: Since the permit is proposed as a one (1)-year parklet permit, it is recommended that the $40,000 per space fee used for permanent space removal would not apply.

- Other Fees
  Sidewalk cafés are required to pay other fees unless specifically exempt by ordinance. The City is seeking direction as to whether the following fees would apply. Exempting parklet sidewalk cafes from these fees would require ordinance changes.
  1. Sidewalk café fees - $150 application fee plus $20 per square foot.
  2. Concurrency fees.

- Uses
  The Washington Avenue Master Plan recommended parklets be used for sidewalk cafés. The City is seeking direction whether there is a desire to allow open space with or without seating, if desired by the business.

- Length of permit
  Typically parklet permits are issued for one year. However, entities may wish to apply for a parklet sidewalk café permit for less than a year. Should the City Commission approve the issuance of parklet permits for less than one year, the parklet space fees would be prorated.

Duration of the Program

The recommended duration of the Washington Avenue Pilot Parklet Program is for one (1) year. The Pilot Program will be evaluated and brought back to Commission after nine (9) months for reevaluation.

CONCLUSION AND RECOMMENDATION

This item is being presented to the City Commission for discussion and further direction.

Attachment: City of Miami Beach Draft Pilot Parklet Permit Program Package

JLM/KGB/JRG/XRF

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City of Miami Beach
Washington Avenue
Pilot Parklet Permit Program (Draft)

City of Miami Beach
Department of Public Works
1700 Convention Center Drive
Miami Beach, Florida 33139
www.miamibeachfl.gov
305-673-7000

The City of Miami Beach's Pilot Parklet Program aims to facilitate the conversion of on-street parking spaces into publicly-accessible open space on a temporary basis for all to enjoy. The Parklet Pilot Program provides a path for merchants to take individual actions in the development and beautification of the City's public realm. The first formal public parklets were initially conceived and installed in San Francisco in 2010. Since that time the program has become very successful and is being emulated in cities around the world.

Parklets are intended as aesthetic enhancements to the streetscape, providing an economical solution to the need for increased public open space. They provide amenities like seating, planting, bike parking, and art. They reflect the City's commitment to encouraging walking and biking, creating pedestrian-friendly streets, and strengthening our communities by providing an economical solution to the need for increased public open space.

Typically the materials consist of semi-permanent decks that expand the pedestrian realm beyond the sidewalk, allowing business owners to increase outdoor seating, without requiring permanent street redesign and construction. They may include amenities such as seating, planters, bike parking, art and other associated improvements, generally located in front of and developed and operated by the adjacent business.

Program goals

Reimagine the potential of city streets

Public rights-of-ways make up approximately 25 percent of the City's land area. Parklets promote a low-cost, easily implementable approach to public space improvement through projects that energize and reinvent the public realm. They help address the desire and need for increased public open space and wider sidewalks.

Encourage non-motorized transportation

Parklets encourage walking by providing pedestrian amenities like street furniture, landscaping and public art. Parklets often provide bicycle parking and thus increase the visibility of bicycling in Miami Beach.

Encourage pedestrian activity

Parklets provide pocket spaces for pedestrians to sit and relax, while also improving walkability.

Support local businesses

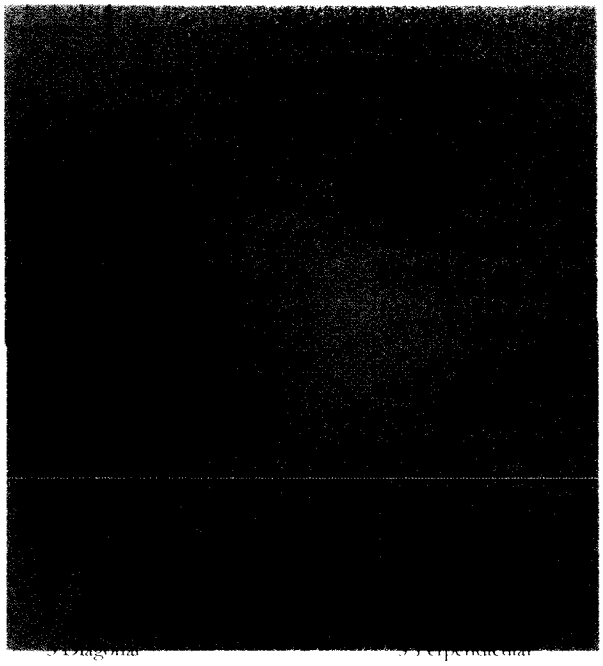
Parklets attract attention to businesses and provide additional seating that can be used by cafe customers and others. A parklet also beautifies the street and creates a neighborhood destination.

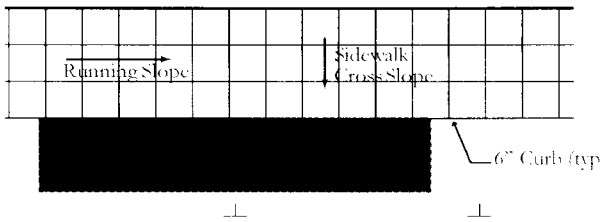
Parklets for this pilot program will be permitted on Washington Avenue from 5th Street to Lincoln Road.

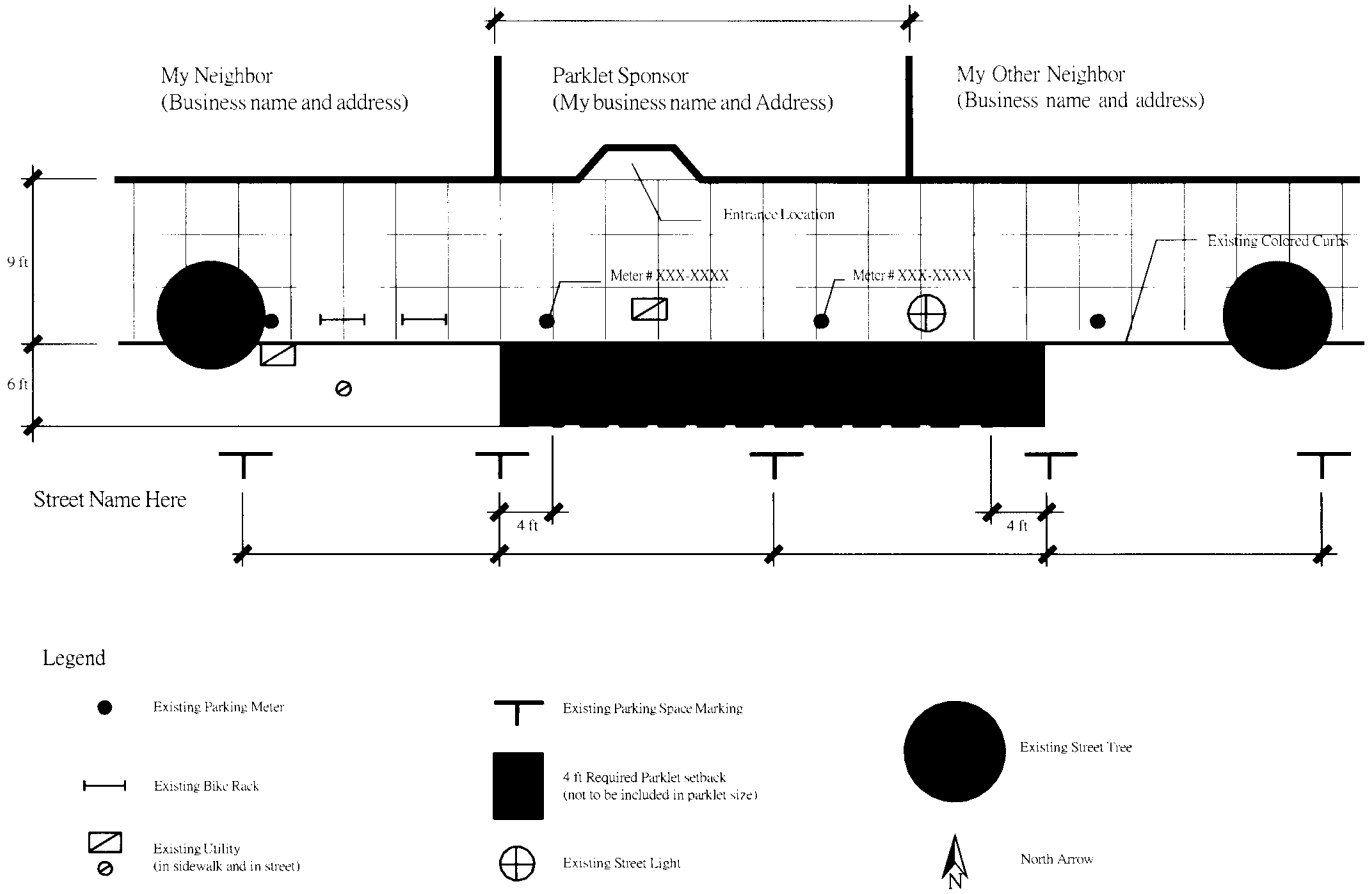
Parklets can be sited along the curb line on streets where on-street parking spaces exist. They can be considered in any location where there are space(s) for on-street parallel, angled, or perpendicular parking, including spaces with metered or unmetered parking.

Parklets are generally permitted on streets with a running slope (grade) of five percent or less. When installed on streets with running slopes of three percent or greater, parklets will need to include a wheelchair rest area.

Parklets may be permitted on streets over five percent if they can provide safe access and turnaround area for wheelchair users.







Reflective Elements at Corners

Reflective elements are required at the outside corners of all parklets. Soft-hit posts are a standard solution deployed at the outside edges; however the City will consider additional reflective elements incorporated in the parklet design.

Wheel Stops

For parklets in parallel parking spaces, a three-foot wheel stop must be installed one foot from the curb at the edge of the front and back parking spaces. When parklets are installed adjacent to parallel parking spaces, wheel stops should be setback four feet from the parklet structure. For angled parking spaces and adjacent to driveways, City staff will work with you to determine the appropriate location for wheel stops. Wheel stops shall be made of recycled rubber/plastic.

Site Conditions

Your initial site plan should accurately reflect the existing site conditions and include streetscape features like adjacent bike racks, utility covers, street poles, existing signs, street trees, tree wells, etc.

Sight Triangle

Parklets must not interfere with sight triangles. A sight triangle is a triangular shaped portion of land established for unobstructed visibility of motorists entering or leaving a street or driveway intersection in which nothing, whether stationary or moveable (i.e., vehicles, vehicular maneuvering area, signs, landscaping or objects of any kind) is permitted to be located between a height of two and one-half (2½) and eight (8) feet above the elevation of the adjoining edge of pavement. An exception to the prohibition is a tree with clear trunk between two and one-half (2½) and eight (8) feet.

Parking Meter Location Numbers

A maximum of two (2) on-street parking spaces will be allowed for a parklet per City block. If your parklet is located in an area with single-meter parking, you will need to show the location of the parking meter (if applicable) to be removed and the zone number. If no single meter, the zone is posted and the number can be found on the parking meter (if applicable).

The Platform

The platform provides the structural base for the parklet. The City strongly recommends consulting a design or construction professional to ensure that the platform will be sturdy and safe.

Bolting

Bolting into the street or penetrating the surface of the road in any way is strongly discouraged and may not be allowed without a restoration plan and an excavation bond posted by the applicant and their contractor. Parklets may be bolted to the existing curb, with specific restoration requirements.

Platform Surface

The top of the parklet platform must be flush with the sidewalk with a maximum gap of one-half inch. In the case of a sloping street, staff will work with the designer to address issues of access.

Access

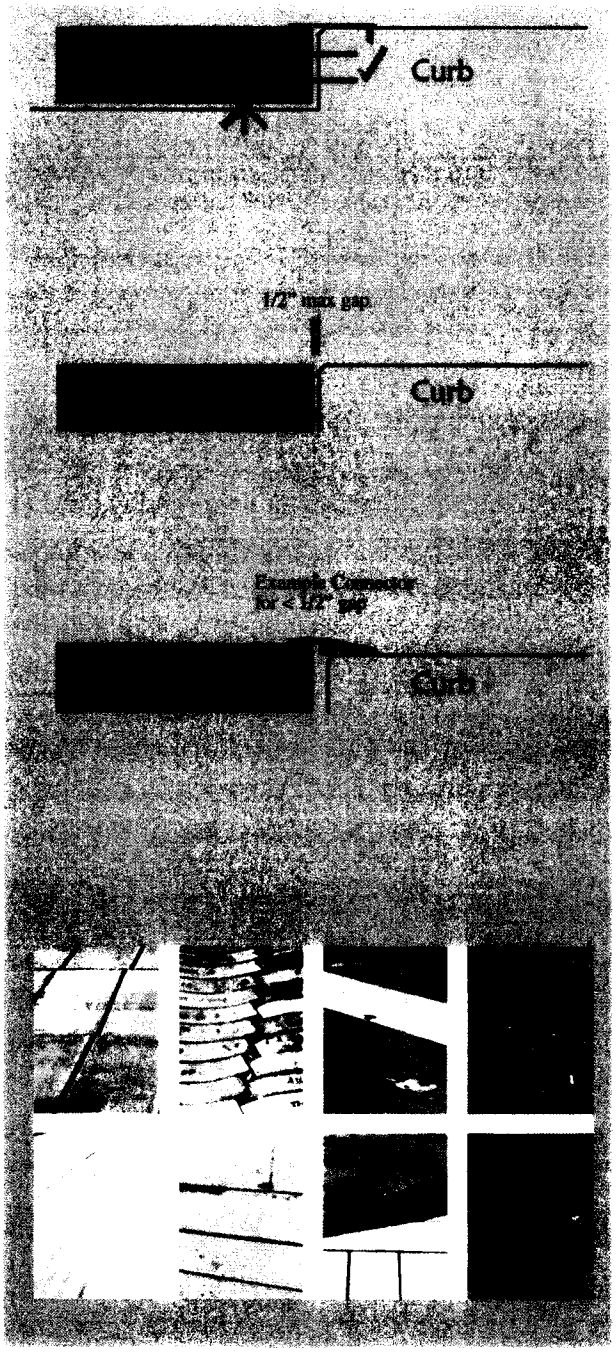
If the platform base is not solid, the space underneath the platform surface must be accessible for maintenance through access panels, removable pavers, etc.

Concrete

If using a concrete base for the parklet floor, the concrete cannot be poured directly on the road surface. A plastic slip-sheet can be used to prevent the concrete from binding to the road bed below. To facilitate easy removal of the parklet, the concrete floor should not include structural rebar and must weigh less than 200 pounds per square foot.

Surface materials

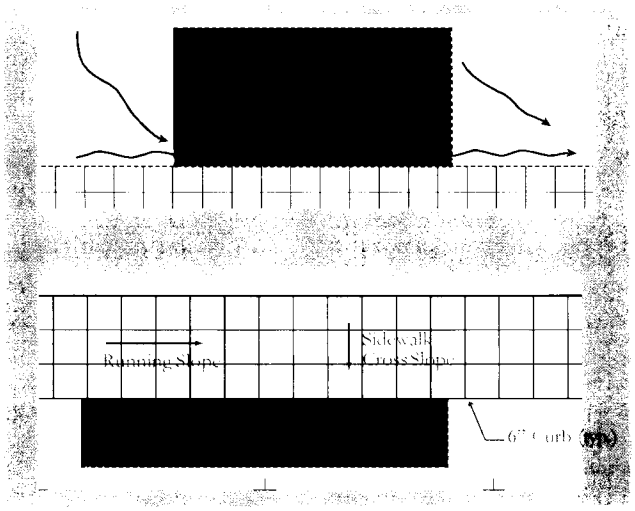
Loose particles, such as sand or loose stone, are not permitted on the parklet.

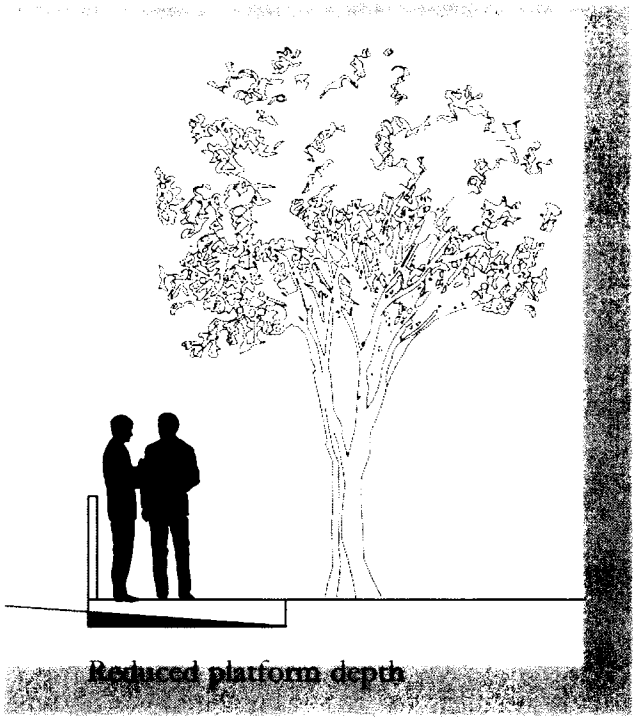


The parklet cannot impede the flow of curbside drainage. Designers are strongly encouraged to cover openings at either end of the parklet with screens to prevent blockage from debris.

Parklet platform rest areas cannot exceed two percent cross slopes. Your final construction drawings will need to show spot elevations for both the sidewalk and the platform areas.

Most Miami Beach streets are crowned (parabolic in cross-section) and typically edged with a six-inch-high curb. This is to ensure that stormwater flows towards the curb and gutter during a rainstorm. The curb is intended to prevent water from jumping the curb and flooding adjacent buildings. This means that the elevation of the street rises the further you move from the curb, effectively reducing the amount of space to build the parklet platform. Whereas along the curb there may be 6 inches of clearance for your platform structure, clearance can be reduced to as little as 2 inches further into the street. Furthermore, both curb heights and street crown heights vary with each street segment. Applicants and designers are strongly advised to take field measurements before beginning the design to make sure their proposed platform solution will fit within the allotted space and satisfy all slope and accessibility requirements.

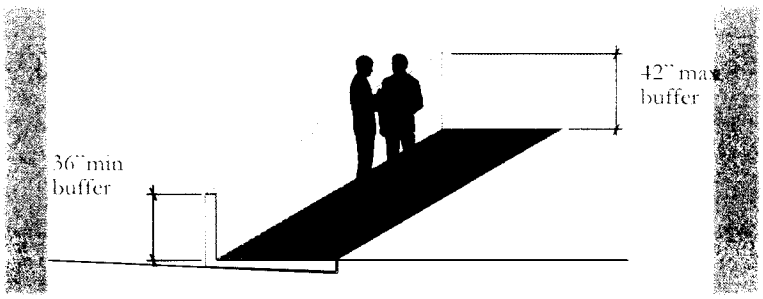




The Parklet

Buffer the Street

Depending on the location, the parklet should have an edge to buffer the street. This can take the form of planters, railing, cabling, or some other appropriate buffer. The height and scale of the buffer required will vary depending on local context. For example, on some low-traffic streets, a continuous edge may not be required. (If cable railing is used, spacing between cables cannot exceed six inches).



Maintain a Visual Connection to the Street

Your parklet design should maintain a visual connection to the street. Continuous opaque walls above forty-two inches that block views into the parklet from the surrounding streetscape are prohibited. You are allowed to include columns and other vertical elements. For a parklet, if umbrellas are proposed, they shall not exceed 6 feet by 6 feet with a vertical clearance of 80 inches.

Responsibilities of Permittee

The permittee will be responsible for the following:

- A no-refundable application fee of $100.
- All costs related to design, materials and installation.
- In case of removal, the sponsor is responsible for all removal costs.
- 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 depending on location and use.
- 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 permittee.
- General maintenance including furniture and non-approved graffiti removal. In addition, permittees 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 applicable requirements related to the City's sidewalk café ordinance, as specified in the proposed permit application program.

Parklets shall not 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 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-foot wheel stop at both ends, and bollards or large non-movable planters, in order to provide adequate protection for parklet users.

Businesses that operate a sidewalk café parklet should only provide service in front of their own business. Crossing over property frontages will not be permitted as it could have the potential to present a controversy between neighboring businesses.

It is recommended that the Public Works Department administers the Parklet Pilot Program as the application and approval process is very similar to that of sidewalk cafés. The pilot nature of the program will allow City staff to evaluate and adjust the program as needed.

The Pilot Program is based on an issuance of a parklet permit for a term of one (1) year. If a parklet permit is granted, the parklet permittee is responsible for:

1. A non-refundable application fee of $100.
2. Sidewalk café fees, as applicable.
3. Concurrency fees as applicable.
4. Parking space fee of $_____ per space per year.

All Applicants must complete the attached application form.

Applications maybe denied for the following reasons;

(1) Incomplete applications will not be accepted.

(2) Inactivity for a period of three (3) months since the last action was taken.

(3) Failing to meet any required deadlines.

[illegible] All Applicants shall provide a plan with their application form that clearly includes and indicates all of the following information:

(1) The footprint of the proposed Parklet, including sufficient detailed information to illustrate the design elements on either end of the proposed Parklet.

(2) Indicate all property lines, right-of-way lines, sidewalk width, Parklet length and width, existing parking stalls, and all surface obstructions within 15 feet of the occupied area (e.g., fire hydrants, streetlights, parking meters, street trees, utility access covers).

(3) The number(s) on all parking meters that are to be removed must also be included in all drawings. These numbers are generally posted on the meter.

(4) Provide as much detail as possible to aid in the City's review of the application.

[illegible] Indicate what type of elements you are proposing on the Parklet (e.g. tables and chairs, benches, landscaping, bike parking, etc.)

[illegible] A letter from fronting property owners is required. Each Applicant must adequately and robustly involve the surrounding community in the development of the proposal by involving neighbors and tenants of the subject property, and any existing merchant or neighborhood groups. The Applicant must provide reliable and verifiable documentation of support in the form of a letter, a petition, email, etc.

[illegible] Each applicant shall provide a signed agreement to defend, indemnify, save, and hold harmless the City and all its officer, agents, or employees from any liability for damages resulting from any and all operations under the permit in a form approved by the City Attorney.

2. Departmental review

An interdepartmental committee (Public Works, Planning, Transportation, Parking) will review applications, on a first-come-first-served basis, to ensure that Applicants conceptually meet program criteria.

3. Permit Application

For those Applicants with an accepted conceptual application; the next step is to submit a construction permit application and fully detailed site plan, including but not limited to items such as cross sections, elevations, structural details, safety treatments, existing utilities and maintenance of traffic plans. City staff will work with the Applicant in a collaborative fashion during this period to ensure that the Parklet design is appropriate and that the final drawings produced meet requirements.

4. Construction Permit Approval

[illegible] Within 10 days from submittal of a Final Plan, if it is determined by the Director/Department that the application satisfies all policy requirements and the Applicant has paid all necessary fees, the Department of Public Works will grant final approval and issue a permit.

5. Construct Parklet

Upon permit issuance and as a condition of permit approval, Applicants are required to inform the Department of

Public Works no less than ten (10) days before beginning any site work. Installation of the Parklet must be completed within 2 weeks of permit issuance.

In conjunction with the Parklet permit, the Applicant is required to obtain any other applicable permits that may be required by other agencies.

Permittee, at Permittee's sole cost, shall be responsible for removal of the Parklet and restoring the ROW to its original condition upon the occurrence of one (1) or more of the following:

(1) the cessation of use,
(2) failure to comply with permit conditions or other legal requirements, or
(3) The Parklet poses a dangerous condition or threat to life or property.

The City may remove the Parklet for any of the following reasons:

Failure to maintain,

Violation of this Pilot Program Policy,

Violation of the Permit,

Modifications unapproved by the City,

When the Parklet encroachment causes a dangerous condition or threat of danger to life or property as determined by the Director of Public Works. This includes but is not limited to:

- The Parklet is encroaching into a travel lane or bike lane
- The Parklet has lost structural integrity
- A gap develops between the Parklet and sidewalk
- The Parklet creates a visibility issues

As a condition of permit issuance, the Parklet Permittee shall agree in writing to authorize the City to remove the Parklet at the Permittee's sole cost in the event that any of the occurrence of any of the circumstances for removal herein.

If any of the above violations occur, the applicant will be sent notice of the violations and. Except in the case of dangerous or threatening conditions, will be given a maximum of five (5) working days to remedy the condition or remove the Parklet. If in the event that the Permittee fails to timely or adequately maintain or repair the encroachment or remove the encroachment within the five (5) working days, the permit will be terminated. Once the permit is terminated, the Parklet must be removed at the sole cost of the Permittee within three (3) calendar days. When the encroachment causes a dangerous condition or threat of danger to life or property, the permit will be terminated without the five (5) day notice and removed immediately at Permittee's cost.

The City, at its sole discretion, may remove the Parklet and restore the public right-of-way to its previous condition upon a finding that it is in the public interest for the City to fund or partially fund removal of the Parklet.

Transfer of Permits

If the Permittee sells its business interests, one of the following must be done:

1. Remove the Parklet; or
2. With the City's approval, Purchaser and Permittee must come into the Department and execute a new permit in the purchaser's name with their signature and comply with all other requirements for the issuance of a permit, such as insurance.

Pilot Program Changes

The City reserves the right to amend the Parklet Pilot Program and all terms contained within it up until the point that a final permit is issued. Applicants may withdraw their application if they do not agree with any of the Policy changes.

City of Miami Beach
Department of Public Works
1700 Convention Center Drive
Miami Beach, Florida 33139
www.miamibeachfl.gov
305-673-7000

Parklet Permit Application

All Parklet applications will be reviewed on a first come – first serve basis.

Date Submitted:_____New_____Revised_____Application

Applicant (Print)

Name: _____

Address: _____

City, State, Zip:_____

Telephone# (M-F, 8am-5pm):_____ Alt. # (emergency number):_____

Federal Tax ID Number (FEIN):_____

City Business Tax Receipt #:_____ Expiration Date: _____

Parklet Operator, if other than applicant:

Name: _____

Address: _____

City, State, Zip:_____

_____ Telephone# (M-F, 8am-5pm)

_____Alt. # (emergency number)_____

Business Entity (Person) Parklet Operation will serve if other than applicant

Name: _____

Address: _____

City, State, Zip:_____

Contact Number: _____

Name: _____

Address: _____

City, State, _____ Zip: _____

Contact Names, number(s) & email _____

[illegible] _____

_____

_____

_____

_____

Parking Information

Number of Parking Spaces to be occupied: Parallel_____ Angled / Perpendicular _____

Meter number(s) on Parking Meters to be removed:

_____ _____ _____ _____ _____

_____ _____ _____ _____ _____

Additional Information

1. Name of Insurance Company (attach Insurance Certificate) _____

Commercial General Liability Insurance with a policy limit of $1,000,000 per occurrence and a $2,000,000 General Aggregate. The policy must include coverage for the liability assumed by the applicant under the indemnity provision of the permit, coverage for Premises/Operations, Products/Completed Operations, Broad from Contractual Liability and Independent Contractors.

2. Zoning District of the Parklet area _____

3. Location/address of the Parklet area _____

4. Distance from closest fire hydrant or fire connection to building_____ft.

(cannot be closer than 10' to nearest hydrant or fire connection to a building)

Acknowledgement and agreement to Terms and Conditions

By my signature, I, (Applicant Name)_____, acknowledge that I have received a copy of the Parklet Pilot Program Manual and agree to abide by the terms and conditions set forth in the Manual, along with any terms and conditions included during the permitting process and any other applicable federal, state, county, and local laws as amended during the term of the approved Permit. Failure to abide by such terms and conditions, or misuse of the Parklet Permit, may result in the suspension and/or revocation of the Parklet Permit as specified in the Ordinance.

_____ _____ _____

Signature of Applicant Printed Name Date

Checklist of Items to Be Included with Parklet Permit Application

- [ ] 1. Completed and signed Parklet permit application.
- [ ] 2. A copy of a current Business Tax Receipt from the City of Fort Lauderdale.
- [ ] 3. Current liability insurance Certificate and documentation of Parklet insurance requirements.
- [ ] 4. A Parklet operations plan, including a sketch or drawing of the Parklet operations area, bicycle lanes, fire hydrant and fire connection locations, and

   a. Location Map

   b. Plan showing dimensions, features, traffic device placement and location of Parklet

   c. Elevations

   d. Construction details and structural design, signed and sealed by an engineer.

   e. Photos of proposed Parklet area from 4 different viewpoints

   f. A bond to secure restoration of the right-of-way.

   g. And any other requirements as determined by the Interdepartmental Committee

- [ ] 5. Fees
   - A non-refundable application fee of $100.00
   - Parking space fee of $_____.
   - Sidewalk café fee, if applicable.
   - Concurrency fee, if applicable.

If the application has insufficient space for you to complete any item, you may attach additional sheets that are labeled with the applicant's name and applicable section of the application.

Note:

The Parklet Permit application must include all required attachments before acceptance.

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: December 9, 2015

SUBJECT: **DISCUSSION AND UPDATE REGARDING EFFORTS THUS FAR AND THE PROPOSAL TO CONDUCT A TRAFFIC CALMING STUDY IN THE NAUTILUS AREA.**

BACKGROUND AND ANALYSIS

In August 2010, the City of Miami Beach Commission approved the City of Miami Beach Traffic Calming Manual. The manual establishes the guidelines to analyze and implement trafflic calming projects. Within the same year, the City of Miami Beach and Miami-Dade County entered into an Interlocal Agreement for the implementation of Traffic Calming within the City of Miami Beach. The Agreement allows the City to implement its own traffic calming manual in favor of the Miami-Dade County Traffic Flow Modification Procedure to address traffic calming requests in the City. Pursuant to the manual, the City is only allowed to commence a traffic calming study upon receiving a request signed by 50% of the affected neighborhood or by City Commission Resolution. Once the traffic calming study is completed, and if found warranted, the proposed traffic calming plan presented to the neighborhood for their input and ballots are sent out to measure concurrence. The plan needs to be approved by 75% of the neighborhood. Following neighborhood approval, the traffic calming plan can be implemented.

In June 2015, members of Transportation staff and Miami Beach Police staff met with members of the Nautilus Neighborhood Area Homeowners Association (NAHA) to discuss their concerns with traffic safety and traffic calming. The members of NAHA present at the meeting, expressed concerns with cut-through traffic, speeding, and compliance with existing signage. At the meeting, City staff provided information on the Traffic Calming Manual and the aforementioned process.

Since the meeting with staff, NAHA passed a resolution requesting the City Commission approve the commencement of a Neighborhood Traffic Calming Study; however, as previously mentioned no traffic calming study can begin prior to authorization from City Commission.

In conjunction with the engineering efforts, the Police Department has also conducted traffic enforcement in the areas identified in NAHA's resolution. During enforcement detail, Police Officers have observed and enforced violations of existing traffic control (stop signs). the Police Department conducted a speed enforcement study between October 30th and November 6th, 2015. During this time period, over 12,803 cars were paced along 47th street between Alton Road and Meridian Avenue (posted speed of 30 miles per hour) and the following results were obtained:

- Average speed measured was 28 mph.
- The 85 percentile of speed was measured at only 33 mph.

Agenda Item R9H
Date 12-9-15

Thus, this analysis showed there was not a speeding problem. However, Officers observed excess volume through this roadway and other parts of the neighborhood, particularly cut-through traffic trying to reach destinations such as Nautilus Middle School, 41st Street, and the Julia Tuttle Causeway. This is believed to be in an effort to avoid traffic congestion on other main thoroughfares. The Police Department is currently conducting sporadic speed and traffic device enforcement in the NAHA and will continue to partner with the neighborhood for traffic safety and compliance.

CONCLUSION

This item is being presented to the City Commission for discussion and further input.

KGB/JRG/JFD

T:\AGENDA\2015\December\TRANSPORTATION\Discussion Regadring Traffic Safety and Traffic Calming on the Nautilus Neighborhood MEMO.docx

MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy L. Morales, City Manager
FROM: Joy V. W. Malakoff, Commissioner
DATE: November 19, 2015
SUBJECT: Request our Lobbyists in Tallahassee to Request of the Governor and Florida Legislature to Increase Per Pupil Education Funding to Minimally Equal the National Average of Approximately $10,700.

This request was made by the City of Miami Beach Committee for Quality Education.

Please place the above item on the December 9, 2015 Commission 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 Member of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 9, 2015

SUBJECT: **REPORT PURSUANT TO ARTICLE V, BUDGET, FINANCE AND PRE-COLLECTIVE BARGAINING ANALYSIS; SECTION 5.04**

BACKGROUND

On the November 4, 2014, special election, the residents of the City of Miami Beach approved an amendment to the City Charter, Article V, Budget, Finance and Collective Bargaining Analysis; Section 5.04. Pre-Collective Bargaining Analysis of Fringe Benefits, "Within the 6 month period prior to the Commissions ratification of Collective Bargaining Agreements with the respective labor unions, the City Commission shall consider at a duly noticed public hearing a written report presented by the City Manager or his designee/City Budget Director, detailing the current status and related fiscal impact of fringe benefits, including pension and health insurance plans, provided by the City to its officers and employees."

A report was provided to the City Commission on April 15, 2015, however, more than 6 months has transpired since that report. The information below and in the attachments is an update of the April 15, 2015 report, including incorporation of the October 1, 2014 Pension Valuation Reports which were not available at that time.

FRINGE BENEFITS PROVIDED

- Pension
- Insurance (health, dental, vision, life, accidental death and dismemberment)
- Other

Attachment A is a copy of the required report.

RECENT PENSION REFORM HISTORY

Over the past two contract periods, the City made substantial changes to each of its two defined benefit plans, primarily in response to downturns in the economy which severely impacted market returns on investments and thereby increased pension costs.

Significant reductions were made in the Miami Beach Employees' Retirement Plan (MBERP) for the 2009-2012 contract years (2010-2013 for the American Federation of State County and Municipal Employees [AFSCME]) with appreciably more modest reductions in the Fire and Police

Agenda Item R9J
Date 12-9-15

pension plan and for the same contract years. The contracts were ratified between September 15 and 30, 2010.

In early 2011, the Mayor approached the City's Budget Advisory Committee (BAC) regarding undertaking a reform study for each of the pension plans to identify options to ensure the long-term sustainability of the Plans, particularly the Police and Fire Pension system that represent the fastest growing cost to the City budget.

At the August 12, 2012, Commission Workshop on Pension Reform, the BAC presented its recommendations.

At the July 17, 2013 meeting, the City Commission adopted resolution 2013-28290 accepting the recommendations of the Finance and Citywide Projects Committee to adopt the BAC's proposed policies and guidelines to ensure long-term pension reform. The policies and guidelines address four perspectives: (1) Affordability and Sustainability, (2) Appropriate Benefits to Employees, (3) Recruitment and Retention, and (4) Management of Risk/Risk Sharing.

In addition to the policies and guidelines, the BAC also recommended additional policy changes discussed by the Committee that could be implemented without the need for additional actuarial analyses:

- Use 100 percent of 175/185 shared plan monies toward benefits provided by the defined benefit pension plan (requires negotiation with unions).
- Eliminate the provision that allows for transfer of years of service from MBERP to Fire and Police pension plan (proposed by Fire and Police Pension Plan Administrator).
- Change purchase of service provision to be based on full actuarial costs (Government Finance Officers Best Practices and Advisory Papers on Pension Reform)
- Eliminate the use of sick and vacation hours that are currently used to increase "pensionable pay" *(*SB 1128 required by 2011 - *accomplished through statutory reform).*
- Reduce the amount of annual overtime pay included in pensionable earnings to a maximum of 300 hours *(*SB 1128 required by 2011 *accomplished through statutory reform).*

Attachment B provides a copy of the hybrid plan recommended by the Budget Advisory Committee. The plan was projected to save $2.478 million on the annual required contribution (ARC) in year one and a reduction of approximately $33 million on the unfunded actuarial accrued liability (UAAL) in year one. While the negotiated agreement for the 2012-2015 contract years with the Fraternal Order of Police (FOP) and International Association of Fire Fighters (IAFF) did not implement the BAC's recommended hybrid plan, significant reform was achieved through the collective bargaining process, resulting in a reduction of $5.65 million on the ARC, $24.36 million on the UAAL in year one, and a 30-year net present value savings for these changes estimated at $145 million. Attachment C presents a summary of changes in pension benefits for the two contract periods for both MBERP and Fire and Police pension plans.

The following comparison to other Florida pension plans is based on a Florida Division of Retirement Report dated September 30, 2014, and transmitted January 1, 2015; the comparison is based on their October 1, 2013 Valuation Reports:

- The Fire and Police Pension Plan Annual Required Contribution for FY 2014/15 was 70%, which is higher than 86% of Florida fire and police pension plans
- The MBERP Annual Required Contribution for FY 2014/15 was 41.7%, which is higher than 64% of Florida general pension plans

Attachment D provides a comparison of both plans as of the October 1, 2014 Valuation Report with the BAC recommended policies.

HEALTH INSURANCE BENEFITS

City of Miami Beach Health Plan History

In 2001, the City formed a Group Health Insurance Task Force comprised of residents and employees to develop comprehensive solutions to the City's growing cost increases in group health insurance. Many of their recommendations, summarized below, were implemented and provided the City with some relief:

- Conform the City's benefit plans to industry standards
- Increase the City share of the premium for optional benefit plans to encourage employee enrollment (2004 for general employees)
- Continue City premium contribution for dependent group health coverage
- Change the City's contribution for retiree group health insurance premiums based on number of years of service (Implemented in 2006 with general employees and 2010 with sworn personnel)
- Implement a self-funded plan (Implemented in 2009 for general employees)
- Pursue the use of Medicare HMOs and supplemental policies for retirees

Budget Advisory Committee Recommendations Regarding Health Care Reform (2012):

On August 29, 2012, the premiums paid by the City and its enrolled active employees and retirees for health care insurance coverage for general employees enrolled in the City's self-funded plan was discussed by the Committee of the Whole as part of the Mayor's and Commissioners' proposed budget for FY 2012/13. On October 9, 2012, the City Administration also provided members of the Commission information through Letter to Commission (LTC) #259-2012 regarding the City's self-funded healthcare plans' experience from inception in 2010 through August 2012. The information for each individual plan and enrollment group included: medical plan enrollment by active employees, pre-65 and post-65 retirees; total monthly medical plan premiums; total claims paid; medical plans' fixed costs; total medical plan expenses and the loss ratio (the percentage of claims paid and plan costs for the premium collected).

The Committee of the Whole referred the matter to the BAC for their review and to make recommendations regarding efficiencies and cost savings. The Administration and Gallagher provided the BAC with alternatives to the City's current medical insurance plan options. They reviewed the cost components of the medical insurance plans to identify where they could be reduced. They identified options such as changes in plan benefits coverage to reallocate cost sharing between the City and enrollees; compared the City's medical plans to other employers (both in the private and public sectors) to search for other plan efficiencies; and reviewed the self-funded plan experience of other employers based on their filings with the State.

The BAC recommendations were as follows:

- The plans should remain self-funded.
- The City's three premium plans, (Premium HMO, Premium PPO and POS) should be

eliminated.

- The Standard HMO and Standard PPO should be replaced with the HMO and PPO plans recommended by Gallagher, including the changes recommended by the members of the BAC which increase the employee's out of pocket expenses resulting in lower annual plan costs.
- The plan year should be changed from the current calendar year to the fiscal year to help simplify and provide accurate budget projections.
- Humana should continue to provide the medical plan administration, Wellness Program and the City's Employee Assistance Program (EAP);
- A Medicare advantage plan should not be offered to post-65 retirees;
- Symetra should continue to provide reinsurance coverage for the medical plan.
- In their proposal, Symetra stated that if Scenario B was chosen and they were selected, further rate relief was possible. In addition, since the current reinsurance period may be short (01/01/13 - 09/30/13), a premium reduction may be possible as well. Gallagher is exploring this and other options that may mitigate the City's costs with Symetra.
- Prescription plan coverage should be "carved out" of the medical plan and provided by a separate prescription benefit manager, Prescription Corporation of America (PCA).
- The City should offer a high deductible plan.
- To comply with the Affordable Healthcare Act, which requires employers to enroll all benefit eligible employees automatically in a health care insurance plan effective January 1, 2014, this plan would provide a cost effective option to both the employee and the City.

Finance and Citywide Projects Committee and City Commission Action on Budget Advisory Committee Recommendations Regarding Health Care Reform (2013):

At the July 17, 2013 meeting, the City Commission adopted Resolution 2013-028256 accepting the Finance and Citywide Projects Committee's (FCWPC) recommendation subsequent to their July 18, 2013, review and deliberation of the BAC's recommendations regarding health care reform. The FCWPC recommended and the City Commission approved that:

- The City should continue with the plans currently offered;
- The administration should evaluate the City's premium subsidy structure and offer a more equitable distribution of subsidy for each of the plans;
- The benefit plan year should be concurrent with the fiscal year, effective October 1, 2014.

At the City Commission's direction, the administration made a number of changes when rates were set for January 2014. The Administration and the City's benefits consultant looked at the experience by plan, separately by active employees, pre-Medicare retirees, and Medicare retirees.

Changes were made to the premium subsidy provided to employees and retirees to encourage participation in the plans with lower premiums due to their higher out of pocket costs. For the plan with the lowest premium, the standard HMO, the City increased the subsidy from seventy-five percent (75%) to seventy-seven percent (77%) for employee only coverage and from sixty percent (60%) to sixty-seven percent (67%) for family coverage. The City subsidy for the premium HMO was increased for both employee only and family coverage, from fifty percent (50%) to fifty-four percent (54%). Changes were made to the premium subsidy provided to employees and retirees to encourage participation in the plans with lower premiums due to their higher out of pocket costs. These changes had little impact on enrollment.

General Employees' Plans Status

For the 2014 - 2015 benefit plan year, the average annual subsidy paid for general employees was $8,435 and for retirees, $4,757. General employees hired on or after September 6, 2006, upon retirement are eligible for a benefit of up to $3,000 per year until age 65 depending on years of service and up to $1,500 per year after age 65.

Also, the consultant just finished the annual state filing for the City's health plan. They identified a plan surplus, after setting aside sufficient funds to cover all claims reserves. The State has established a minimum surplus level of 60 days of claims, which in the City's case is $2.9 million. The consultant is projecting a further gain this year and if that materializes the surplus will increase to something close to $5 million. Given the large swings in experience the City has seen in the past, it is prudent to maintain more than the required minimum surplus as a buffer against possible claim fluctuations.

Premium rates were not changed for the 2015/16 benefit plan year.

FOP and IAFF Health Trusts

The BAC and subsequent Finance and Citywide Projects Committee and City Commission reviews did not address changes to the premiums paid each trust, although they are significantly higher than the subsidies afforded general employees.

Sworn employees are eligible to join the FOP and IAFF health trusts regardless of whether or not they are covered by the respective bargaining unit. Collective bargaining agreements call for annual premium contributions paid by the City to each trust be based on the straight line average of the general plans.

For the 2015 benefit plan year, the average annual subsidy paid per FOP trust active member was $13,318. The average annual subsidy paid per FOP trust retiree is $12,606. For the 2015 benefit plan year, the average annual subsidy paid per IAFF trust active member is $13,609. The average annual subsidy paid per IAFF trust retiree is $13,404. Similar to the provisions of the general plan, employees hired after 2010 will, upon retirement, be eligible for a benefit of up to $300 per year of service, subject to an annual increase based on the Miami-Fort Lauderdale All Urban Consumer Price Index as of September 30th of each year.

Plan	Member Count	Annual Average Premium Cost to City Per Member	Difference in Average Premium Contributions
General			
Employees	989	$8,435	
Retirees	393	$4,757	
FOP Health Trust			
Employees	349	$13,318	**58%**
Retirees	242	$12,606	**165%**
IAFF Health Trust			
Employees	189	$13,609	**61%**
Retirees	173	$13,404	**182%**

Premium rates were not changed for the 2016 benefit plan year.

Patient Protection and Affordable Care Act (PPACA)

Recently, the fifth anniversary of the PPACA was observed; legislation that promised to transform the way health care is delivered, managed, and paid for in the United States. Although some of its components and provisions have been implemented to date, the most significant changes have yet to take effect. To comply with mandates the City has made changes which, to date have resulted in manageable cost increases.

The PPACA established a private, non-profit, non-governmental organization called the Patient-Centered Outcomes Research Institute (PCORI). The Institute is an independent organization whose role is to fund and produce reliable, evidence-based research guided by patients, caregivers, and the health care community to determine the comparative clinical effectiveness of medical treatments. The PCORI fee, which the City is paying, is based on the average number of lives covered under the health insurance policy or self-funded plan ("covered lives" include plan participants and covered dependents/beneficiaries), multiplied by the applicable dollar amount for that plan year. The PCORI fee for 2015 will be $2 plus some inflation. It was $1 in its first year, $2 in its second, and is scheduled to increase by CPI through 2019.

There is also the transitional reinsurance fee designed to provide a pool of money to offset losses suffered by insurance companies who now have to cover high risk individuals who would not previously have been insurable. The fee is a temporary provision that is intended to stabilize the individual market until the carrier premium rates adjust fully to the higher risk lives they have to cover. The fee was $63 per covered life (same definition of a covered life as the PCORI fee) as of 2014, and $44 per life in 2015 and $29 in 2016. It goes away in 2017. The 2014 fee payable by the City was just over $113,000.

Of importance to the City is the so called "Cadillac Tax" which is an excise tax scheduled to take effect in 2018 to reduce health care usage and costs by encouraging employers to offer plans that are cost-effective and engage employees in sharing in the cost of care. It is a 40 percent tax on employers that provide high-cost health benefits to their employees. Final regulations have not been issued; however, the Internal Revenue Service (IRS) issued a notice and invited the public to comment on the issues addressed in the notice no later than May 15, 2015. Based on a review of the City's health plans by its benefit consultant, all of the City's plans for general employees, except the standard HMO, would be subject to the Cadillac tax, if implemented today. It is likely that the HMO plan will also eventually be subject to the Cadillac tax.

The IRS has clearly stated that other notices will be issued and comments used to inform proposed regulations that will be issued again for public notice and comment.

Other Benefits

The City has a number of voluntary programs employees join at their expense and others it subsidizes. The subsidized benefits are:

- Dental Insurance (City subsidizes 50 percent of the premium cost)
  - Safeguard DHMO Plan
  - Metlife PPO Plan
- EyeMed Vision Plan (included in health insurance premium)
- Life Insurance – the City subsidized 100 percent of the premium for coverage equal to an

employee's one year's salary
- Accidental Death and Dismemberment – the City bears the full cost of the premium, the maximum benefit if $20,000

In addition to the aforementioned fringe benefits, each collective bargaining unit has successfully negotiated for "extra pay" of which the following are examples: (1) double pay for working on a seventh consecutive day; (2) shift differential; (3) call-in, call-back; (4) standby/on call; (5) out of classification pay; (6) perfect attendance bonus; (7) tool allowances; (8) forced holdover at double pay and (9) longevity bonus.

Attachment E provides a summary of other payroll benefits provided, including leave, tuition reimbursement, etc.

Among the non-payroll related benefits one finds:

- Take-home vehicles (primarily in police)
- Work uniforms and shoes
- Employee Assistance Program (EAP)
- Free parking in City facilities
- Free gym use (IAFF and FOP)

CONCLUSION

This information is provided to comply with the amendment to the City Charter, Article V, Budget, Finance and Collective Bargaining Analysis; Section 5.04. Pre-Collective Bargaining Analysis of Fringe Benefits, "Within the 6 month period prior to the Commissions ratification of Collective Bargaining Agreements with the respective labor unions, the City Commission shall consider at a duly noticed public hearing a written report presented by the City Manager or his designee/City Budget Director, detailing the current status and related fiscal impact of fringe benefits, including pension and health insurance plans, provided by the City to its officers and employees."

Attachments

JLM/KGB/SC-T

APPENDIX A

STATUS AND RELATED FISCAL IMPACT OF CITY OF MIAMI BEACH FRINGE BENEFITS

Updated October 2015

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2014 CHARTER AMENDMENT

Pursuant to the November 4, 2014 amendment to Article V of the City's Charter:

"Within the 6 months preceding the City Commission's ratification of Collective Bargaining Agreements with the respective labor unions, the Commission shall consider at public hearing a written report presented by the City Manager or his designee/City Budget Director, detailing current status and related fiscal impact of fringe benefits, including pension and health insurance plans, provided by the City to its officers and employees."

BENEFITS PROVIDED

- Pension
- Insurance (health, dental, vision, life, accidental death and dismemberment)
- Other

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PENSION BENEFITS

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PENSION BENEFITS

Defined Benefit (DB) Pension Plans:

- DB plan pays pension benefit to employee from start of retirement through end of life, and to any surviving qualified beneficiary
- Benefit based on set formula
- City makes actuarially determined contribution to plan
- Employee may pay percentage of salary into DB plan
- City retains risk of investment return and longevity

Current CMB DB Pension Plans:

- Fire & Police Pension Plan
- Miami Beach Employees' Retirement Plan (MBERP)

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MEMBERSHIP IN DB PENSION PLANS

Fire & Police

487 Active members
65 DROP members
642 Retirees & beneficiaries
16 Terminated vested members
1210

MBERP

1011 Active members
93 DROP members
1066 Retirees & beneficiaries
88 Terminated vested members
2194

The actuarial accrued liability as of 10/1/13 for both plans is primarily related to retirees, as shown below:

	Fire & Police	MBERP
Liability for retired, terminated (vested), beneficiaries, etc.	$750.81 M	$450.88 M
Accrued/future benefits for active employees	$204.43 M	$295.46 M
Total actuarial accrued liability (AAL)	**$955.24 M**	**$746.34 M**

*As of 10/1/14 valuation report

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DEFINED BENEFIT PLAN

Potential factors to consider regarding the health of a defined benefit plan:

- Amount of unfunded actuarial accrued liability (UAAL)
- Amount of net pension liability (NPL)
- City's annual required contribution (ARC) as a % of payroll
- Experience gains and losses
- Trends

UNDERSTANDING THE CITY PLANS PENSION LEGACY COST (THE UAAL ISSUE)

- Unfunded Actuarial Accrued Liability (UAAL) is based on existing employees – changes to benefits for new employees do not impact UAAL
- Annual UAAL payment is more than half of the annual required contribution in each plan – these take many years to pay off
- By law, the City is responsible for funding the UAAL – even if employees are transferred to other employers, and even if the current pension plans are closed, frozen or terminated

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UNDERSTANDING THE CITY PLANS' NET PENSION LIABILITY

- Net pension liability is the difference between the projected pension liability of a plan and the market value of the assets
- The total pension liability (or pension benefit obligation) is the **present value of projected future entitlements under the plan**

In order to calculate the total amount that will be paid in the future for plan members, actuary estimates for member:

- Expected retirement date
- How much paid over remaining lifetime after retirement
- How long they will live

The total value of these benefits is then "present valued" to current dollars to determine the total pension liability (actuarial accrued liability).

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UNDERSTANDING THE CITY PLANS' PENSION LEGACY COST

Net pension liability of City's pension plans as of 9/30/14:

	Fire/Police	MBERP
Total pension liability:	$991.5 M	$679.5 M
Market value of assets:	$769.3 M	$516.4 M
Net pension liability:	**$222.2 M**	**$163.1 M**
Net position:	*77.59%*	*75.99%*

Total combined net pension liability for both plans: **$385.3 M**

Total UAAL of pension plans as of 10/1/14 valuation: **$500 M**, comprised of $288 M (Fire & Police) and $212 M (MBERP)

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CURRENT PLAN STATUS
FIRE AND POLICE PENSION PLAN

As of 10/1/14 Valuation (FY 2015/16 Budget)	Fire & Police Pension
City's Annual Required Contribution (ARC)	$34,850,092
Pension Bond Payment	$ 4,645,797
Total Annual City Payments	**$39,495,889**
City's ARC as a % of Payroll	
- Normal Cost	23.94%
- Amortization of Unfunded Liability	45.08%
City DB Plan Contribution as a % of Payroll	**69.02%**
Total City Contribution as a % of Payroll (Includes Bond Payment)	**78.22%**
Average City Contribution per Active Member	**$81,100**

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CURRENT PLAN STATUS
MBERP

As of 10/1/13 Valuation (FY 2014/15 Budget)	MBERP
City's Annual Required Contribution (ARC)	$26,456,580
Pension Bond Payment	$ 511,804
Total Annual City Payments	**$26,968,384**
City's ARC as a % of Payroll	
- Normal Cost	10.46%
- Amortization of Unfunded Liability	28.10%
- Interest	3.09%
City DB Plan Contribution as a % of Payroll	**41.65%**
Total City Contribution as a % of Payroll (Includes Bond Payment)	**42.45%**
Average City Contribution per Active Member	**$26,596**

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POLICE AND FIRE 10-YEAR ARC PROJECTION (Based on 10/1/14 Valuation Report)

Fiscal Year Ending 9/30	ARC (Millions)	% of Payroll Excluding Bond Payment	Bond Payment (Millions)	Total Including ARC & Bond Payment (Millions)	% of Payroll Including ARC & Bond Payment
2015	$ 33.029	70.0%	$ 4.658	**$ 37.687**	**79.9%**
2016	$ 32.994	68.1%	$ 4.646	**$ 37.640**	**77.7%**
2017	$ 33.461	65.8%	$ 4.654	**$ 38.115**	**74.9%**
2018	$ 33.180	63.1%	$ 4.642	**$ 37.822**	**71.9%**
2019	$ 33.688	62.0%	$ 4.608	**$ 38.296**	**70.5%**
2020	$ 34.527	61.8%	$ 4.546	**$ 39.073**	**69.9%**
2021	$ 35.234	61.9%	$ 1.337	**$ 36.571**	**64.2%**
2022	$ 35.999	62.0%	$ -	**$ 35.999**	**62.0%**
2023	$ 37.011	62.6%	$ -	**$ 37.011**	**62.6%**
2024	$ 37.910	62.9%	$ -	**$ 37.910**	**62.9%**
2025	$ 38.933	63.5%	$ -	**$ 38.933**	**63.5%**
2034	$ 43.516	65.7%	$ -	**$ 43.516**	**65.7%**

1. Projections made assuming plan assumptions are met each year
2. 2005 Series Pension Bonds will be paid off on 9/1/2021
3. Does not take into account new mortality rates required by State law which has an estimated $3 million per year and 5% of payroll and failure to meet investment return assumptions for FY 2014/15 (0.7% actual versus 9.95% assumed)

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MBERP 10-YEAR ARC PROJECTION (Based on 10/1/14 Valuation Report)

Fiscal Year Ending 9/30	ARC (Millions)	% of Payroll Excluding Bond Payment	Bond Payment	Total Including ARC & Bond Payment (Millions)	% of Payroll Inluding Bond Payment
2015	$ 26.457	41.7%	$ 511,804	**$ 26.969**	**42.5%**
2016	$ 27.323	41.8%	$ 510,471	**$ 27.833**	**42.5%**
2017	$ 27.413	40.7%	$ 511,330	**$ 27.924**	**41.4%**
2018	$ 24.782	35.7%	$ 510,085	**$ 25.292**	**36.4%**
2019	$ 24.260	33.9%	$ 506,295	**$ 24.766**	**34.6%**
2020	$ 24.099	32.7%	$ 499,540	**$ 24.599**	**33.4%**
2021	$ 23.972	31.6%	$ 146,891	**$ 24.119**	**31.8%**
2022	$ 23.850	30.5%	$ -	**$ 23.850**	**30.5%**
2023	$ 23.747	29.5%	$ -	**$ 23.747**	**29.5%**
2024	$ 23.649	28.5%	$ -	**$ 23.649**	**28.5%**
2025	$ 23.572	27.6%	$ -	**$ 23.572**	**27.6%**

1. Projections made assuming plan assumptions are met each year
2. 2005 Series Pension Bonds will be paid off on 9/1/2021
3. Does not take into account new mortality rates required by State law and failure to meet return assumptions for FY 2014/15

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INVESTMENT RATE OF RETURN FOR THE CITY'S PENSION PLANS

	Fire & Police			MBERP		
Valuation Date	Market Value Yield	Smoothed Actuarial Value Yield	Assumed Rate of Return	Market Value Yield	Smoothed Actuarial Value Yield	Assumed Rate of Return
10/1/2005	10.0%	12.2%	8.5%	13.3%	7.6%	8.75%
10/1/2006	8.3%	5.3%	8.5%	7.5%	9.0%	8.63%
10/1/2007	14.3%	8.2%	8.5%	15.3%	12.0%	8.75%
10/1/2008	-10.4%	4.9%	8.5%	-13.6%	5.2%	8.65%
10/1/2009	1.4%	4.5%	8.4%	-0.8%	1.1%	8.50%
10/1/2010	10.9%	4.3%	8.3%	11.3%	5.0%	8.35%
10/1/2011	-0.6%	2.6%	8.2%	-0.9%	1.1%	8.25%
10/1/2012	20.2%	3.6%	8.1%	20.5%	2.1%	8.15%
10/1/2013	13.1%	8.8%	8.0%	13.0%	7.4%	8.00%
10/1/2014	10.3%	10.9%	8.0%	11.1%	9.9%	7.85%
5-Year Average	10.6%	6.0%	8.1%	10.8%	5.0%	8.12%
10-Year Average	7.4%	6.5%	8.3%	7.2%	5.5%	8.40%

* Both plans have reduced their assumed rates of return. As of the 10/1/2014 valuation, the assumed rate of return for Fire and Police if 7.95% and MBERP is 7.85%. Plan funding requirements are based on the smooth actuarial value yield.

**Figures based on 10/1/14 valuation reports

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15-YEAR UAAL HISTORY FOR THE CITY'S PENSION PLANS

Actuarial Valuation Date	Fire & Police		MBERP	
	Unfunded Actuarial Accrued Liability (UAAL)	Funded Ratio	Unfunded Actuarial Accrued Liability (UAAL)	Funded Ratio
10/1/1999	$ -	100.0%	$ (41,882,997)	115.9%
10/1/2000	$ (9,709,578)	102.5%	$ (48,882,997)	117.6%
10/1/2001	$ (11,319,819)	102.9%	$ (43,276,278)	114.8%
10/1/2002	$ 23,821,489	94.4%	$ (2,349,854)	100.7%
10/1/2003	$ 57,866,674	87.6%	$ 18,850,732	94.4%
10/1/2004	$ 93,949,211	81.7%	$ 31,369,303	91.1%
10/1/2005	$ 94,227,066	82.9%	$ 42,369,322	88.5%
10/1/2006	$ 111,413,152	80.9%	$ 90,474,329	79.8%
10/1/2007	$ 136,998,684	78.4%	$ 65,243,594	86.4%
10/1/2008	$ 176,368,131	78.2%	$ 100,767,021	80.9%
10/1/2009	$ 266,792,988	66.0%	$ 125,016,843	77.1%
10/1/2010	$ 291,931,506	64.3%	$ 148,766,860	74.4%
10/1/2011	$ 339,297,448	61.1%	$ 176,796,453	70.7%
10/1/2012	$ 357,710,800	60.4%	$ 210,827,698	66.7%
10/1/2013	$ 292,005,152	69.4%	$ 208,884,470	67.9%
10/1/2014	$ 288,053,485	N/A	$ 211,807,979	69.2%

Based on 10/1/14 valuation reports

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RETIREMENT ACCOUNTS

Defined Contribution (DC) Retirement Accounts:

- City or premium tax revenues pay percentage into employee DC account
- Employee may pay percentage of salary into DC account
- Retiree or beneficiary receives benefits until DC funds exhausted
- Employee usually determines how to invest DC funds
- Employee retains risk of future investment returns and longevity

City's DC Retirement Accounts:

- 401(a) [legacy retirement account]
- Firefighters' pension relief fund ("175 share plan")
- Police officers' pension relief fund ("185 share plan")

Note: A limited number of employees also have 457(b) deferred retirement accounts in which an amount is funded by the City.

PENSION POLICIES AND GUIDELINES*

1. Affordability and Sustainability

- Current percent of payroll guideline for benefit re-negotiation: 25% for general and 60% for high risk
- Funded ratio (actuarial value of assets minus actuarial liabilities) guideline: 70%+, should strive for 80%+
- Salary growth guideline: not to exceed assumed salary growth
- 5, 10 and 20 year ARC projections required
- Independent review of assumptions once every 3 years
- Fund at least the normal cost of pension even when ARC is less than normal cost

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*Recommended by the Budget Advisory Committee; adopted by the City Commission via Resolution 2013-28290, on July 19, 2013.

PENSION POLICIES AND GUIDELINES*

2. Appropriate Benefits to Provide Employees

- Provide benefit equivalent to Social Security plus a supplemental benefit
- Adjust benefits periodically to reflect inflation, with a maximum of 3% annually

3. Recruitment and Retention

- Provide competitive retirement benefits

4. Management of Risk/Risk Sharing

- Share some portion of risk with employees
- Current percent of payroll guideline for re-negotiation of employee contribution rate: 25% for general and 60% for high risk employees

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*Recommended by the Budget Advisory Committee; adopted by the City Commission via Resolution 2013-28290, on July 19, 2013.

KEY DRIVERS OF PENSION COSTS FOR EXISTING DB PLANS

- Retiree cost of living adjustments (COLAs)
- Multiplier
- Salary growth
- Pensionable pays/overtime
- Final average monthly earning (FAME)
- Age of retirement
- Experience gains or losses

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SOCIAL SECURITY EXCLUSION

- City employees who are covered by City retirement plans are now excluded from social security coverage in accordance with federal law
- The social security exclusion can continue as long as City retirement plans meet minimum benefit requirements set by federal law
  - **Minimum benefits for <u>Defined Benefit (DB) Plan</u>:**
    - 1.5% multiplier with 36-month (or shorter) average final compensation; or 1.6% with 60-month (or shorter) average final compensation; or 2% with any average final compensation
    - Compensation = Base Pay
    - Age 65 Retirement Age (or earlier)
  - **Minimum benefits for <u>Defined Contribution (DC) Plan</u>:**
    - 7.5% contribution (employee or employer)
    - Compensation = Base Pay

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175/185 SHARE PLANS FOR SWORN PERSONNEL

175/185 share plans funded by rebate of excise tax on property and casualty insurance premiums. Must be used exclusively for fire and police pensions.

- 2014 premium tax revenues = $2.4 million
- $120,549 used to offset City pension contribution; remaining $2.28 million went to fire and police share plans to provide additional benefits. As of 9/30/14:
  - Average sworn fire member with 20+ years of service has a balance of $165,000 in 175 share plan account
  - Average sworn police member with 20+ years of service has a balance of $33,000 in 185 share plan account

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HEALTH BENEFITS

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GENERAL EMPLOYEES' PLANS (Self-funded)

- Standard Health Maintenance Organization (HMO)
- Premium HMO
- Standard Preferred Provider Organization (PPO)
- Premium PPO
- Point of Service (POS)

INSURED ACTIVE GENERAL EMPLOYEES 2014/15 PLAN YEAR

Plan	Members (As of 9/30/15)	City Annual Premium Cost Per Employee	Employee Annual Premium Cost	% City Subsidy
Standard HMO Single	631	$6,118	$1,829	77%
Standard HMO Family	460	$13,111	$6,588	67%
Premium HMO Single	21	$8,000	$8,000	50%
Premium HMO Family	7	$19,833	$19,833	50%
Standard PPO Single	18	$6,615	$6,615	50%
Standard PPO Family	8	$16,233	$16,233	50%
Premium PPO Single	8	$6,884	$6,884	50%
Premium PPO Family	2	$16,890	$16,890	50%
POS Single	1	$8,137	$8,137	50%
POS Family	1	$20,194	$20,194	50%
Active Employees	1,157			
Total Annual City Premium Cost:	$10,564,466			
Annual Average City Premium Cost per Employee:	$9,131			

Note: Contracts require that the City will continue to pay at least 50% of the cost of premium plans

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INSURED GENERAL RETIREES 2014/15 PLAN YEAR (BY PLAN)

Health Plan	Members (As of 9/30/15)	Coverage Level	City Annual Premium Cost	Retiree Annual Premium Cost	% City Subsidy
Standard HMO (single and family)					
	98	Pre-medicare Retiree Only	$3,667	$3,667	50%
	57	Pre-medicare Retiree and Pre-medicare Dependent(s)	$9,093	$9,093	50%
	0	Pre-medicare Retiree and Medicare Dependent	$3,667	$3,667	50%
	0	Medicare Retiree & Pre-medicare Dependent	$3,667	$3,667	50%
Premium HMO (single and family)					
	36	Pre-medicare Retiree Only	$5,908	$8,861	40%
	6	Pre-medicare Retiree and Pre-medicare Dependent(s)	$14,464	$21,969	40%
	0	Pre-medicare Retiree and Medicare Dependent	$5,908	$8,861	40%
	0	Medicare Retiree & Pre-medicare Dependent	$5,908	$8,861	40%
Total Covered by HMO	**197**				

INSURED GENERAL RETIREES 2014/15 PLAN YEAR (BY PLAN)

Health Plan	Members (As of 9/30/15)	Coverage Level	City Annual Premium Cost	Retiree Annual Premium Cost	% City Subsidy
Standard HMO (single and family)					
	98	Pre-medicare Retiree Only	$3,667	$3,667	50%
	57	Pre-medicare Retiree and Pre-medicare Dependent(s)	$9,093	$9,093	50%
	0	Pre-medicare Retiree and Medicare Dependent	$3,667	$3,667	50%
	0	Medicare Retiree & Pre-medicare Dependent	$3,667	$3,667	50%
Premium HMO (single and family)					
	36	Pre-medicare Retiree Only	$5,908	$8,861	40%
	6	Pre-medicare Retiree and Pre-medicare Dependent(s)	$14,464	$21,969	40%
	0	Pre-medicare Retiree and Medicare Dependent	$5,908	$8,861	40%
	0	Medicare Retiree & Pre-medicare Dependent	$5,908	$8,861	40%
Total Covered by HMO	**197**				

INSURED GENERAL RETIREES 2014/15 PLAN YEAR (BY PLAN)

Health Plan	Members (As of 9/30/15)	Coverage Level	City Monthly Annual Cost Per Retiree	Retiree Annual Premium Cost	% City Subsidy
Standard PPO					
(single and family)	16	Pre-medicare Retiree Only	$4,996	$6,106	45%
	10	Pre-medicare Retiree plus Pre-medicare dependent(s)	$12,260	$14,985	45%
	58	Medicare Retiree Only	$3,797	$4,641	45%
	11	One Pre-medicare & one Medicare	$8,543	$10,442	45%
	0	One Medicare & 2 + Pre-medicare	$10,704	$13,082	45%
	25	Medicare Retiree & Medicare Spouse	$7,594	$9,281	45%
	2	Medicare Retiree and Spouse plus Pre-medicare dependent(s)	$9,754	$11,922	45%
Premium PPO					
(single and family)	13	Pre-medicare Retiree Only	$4,236	$9,884	30%
	6	Pre-medicare Retiree and Pre-medicare Dependent(s)	$10,394	$24,253	30%
	72	Medicare Retiree Only	$3,228	$7,533	30%
	5	One Pre-medicare and One Medicare	$7,263	$16,946	30%
	0	One Medicare andTwo or More Pre-medicare	$9,099	$21,232	30%
	24	Medicare Retiree and Medicare Spouse	$6,456	$15,063	30%
	1	Medicare Retiree and Spouse plus Pre-medicare Dependent(s)	$8,293	$19,349	30%
Total Covered by PPO	**243**				

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INSURED GENERAL RETIREES 2014/15 PLAN YEAR (BY PLAN)

Health Plan	Members (As of 9/30/15)	Coverage Level	City Annual Premium Cost Per Retiree	Retiree Annual Premium Cost	% City Subsidy
POS (single and family)					
	4	Pre-medicare Retiree Only	$7,512	$7,512	50%
	2	Pre-medicare Retiree and Pre-medicare Dependent(s)	$18,636	$18,641	50%
	6	Medicare Retiree Only	$4,632	$6,953	40%
	0	One Pre-medicare and One Medicare	$10,428	$15,645	40%
	0	One Medicare and Two Pre-medicare	$15,348	$23,016	40%
	4	Medicare Retiree and Medicare Spouse	$9,276	$13,906	40%
	0	Medicare Retiree and Spouse and Pre-medicare Dependent(s)	$12,060	$18,089	40%
Total Covered by POS	**16**				
General Plan Retirees	**456**				
Total Annual City Premium for General Retirees	**$2,584,848**				
Average Annual City Premium for General Retirees	**$5,669**				

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GENERAL RETIREES' SUBSIDY

Any employee hired on or after September 6, 2006, upon retirement is eligible for a benefit of up to $3,000 per year until age 65 depending on years of service and up to $1,500 per year after age 65.

FOP HEALTH TRUST – ACTIVE EMPLOYEES AND RETIREES (2015 Calendar Year)

Health Plan	Members (As of 9/30/15)	Coverage Level	City Annual Premium Cost Per Member	Member Annual Premium Cost	% City Subsidy
FOP Health Trust					
	111	Single	$6,693	$1,532	81%
	237	Family	$16,407	$4,644	78%
	55	Pre-medicare Single	$6,169	$332	95%
	151	Pre-medicare Family	$15,122	$4,644	77%
	11	Single Medicare	$6,169	$332	95%
	16	Medicare Retiree and Pre-medicare Dependen	$15,122	$3,444	81%
	22	Medicare Retiree and Dependents	$15,122	$2,244	87%
Total FOP Members	**603**				
Active Members	**348**				
Annual City Premium Cost for Active Members	**$4,631,382**				
Average Annual City Premium Cost Per Active Member	**$13,309**				
Retiree Members	**255**				
Annual City Premium Cost for Retiree Members	**$3,250,090**				
Average Annual City Premium Cost Per Retiree Member	**$12,745**				

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IAFF HEALTH TRUST – ACTIVE EMPLOYEES AND RETIREES (2015 Calendar Year)

Health Plan	Members (As of 9/30/15)	Coverage Level	City Annual Premium Cost Per Member	Annual Premium Cost Per Member	% City Subsidy
IAFF Health Trust					
	59	Single	$6,804	$480	93%
	33	Employee plus One	$16,697	$31,392	86%
	94	Family	$16,697	$35,568	85%
	41	Retiree Single	$6,804	$5,760	93%
	78	Retiree and One Dependent	$15,389	$1,308	92%
	68	Retiree and Two or More Dependents	$15,389	$2,964	84%
Total IAFF Members	**373**				
Active Members	**186**				
Annual City Premium Cost for Active Members	**$2,521,955**				
Average Annual City Premium Cost Per Active Member	**$13,559**				
Retiree Members	**187**				
Annual City Premium Cost for Retiree Members	**$2,525,758**				
Average Annual City Premium Cost Per Retiree Member	**$13,507**				

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FOP AND IAFF HEALTH TRUST RETIREES' SUBSIDY

Any employee hired on or after July 14, 2010, upon retirement is eligible for a benefit of up to $300 per year of service, subject to an annual increase based on the Miami-Ft. Lauderdale All Urban Consumer Price Index as of September 30th of each fiscal year.

PLAN SUBSIDIES

Plan	Member Count (As of 9/30/2015)	Annual Average Premium Cost to City Per Member	Difference in Average Premium Contributions
General			
Employees	1,157	$9,131	
Retirees	456	$5,669	
FOP Health Trust			
Employees	348	$13,309	46%
Retirees	255	$12,745	148%
IAFF Health Trust			
Employees	186	$13,559	48%
Retirees	187	$13,507	138%

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POST EMPLOYMENT BENEFITS OTHER THAN PENSION BENEFITS (OPEB) LIABILITY

Pursuant to Section 112.08, Florida Statutes, the City is required to permit eligible retirees and their eligible dependents to participate in the City's health insurance program at a cost to the retirees that is no greater than the cost at which coverage is available for active employees. On September 30, 2008, the City established an OPEB Trust (the Trust) and began funding its OPEB obligation. Stand-alone financial statements for the Trust are not prepared.

On October 1, 2012, the date of the most recent actuarial valuation, plan participation consisted of:

OPEB plan participants	1,941
Retirees receiving benefits	1,175

POST EMPLOYMENT BENEFITS OTHER THAN PENSION BENEFITS (OPEB) LIABILITY

Trend Information:

Trend information indicates the progress made in accumulating sufficient assets to pay benefits when due, as follows:

Year Ended September 30,	Annual OPEB Cost	Contribution	% of Annual OPEB Cost Contributed	Net OPEB Obligation
2012	$ 19,064,000	$ 11,104,000	58%	$ 30,835,000
2013	16,212,000	8,314,000	51	38,733,000
2014	17,351,000	8,882,000	51	47,202,000

Funded Status and Funding Progress:

Valuation Date	Actuarial Value of Assets	Actuarial Accrued Liability (AAL)	Unfunded AAL (UAAL)	Funded Ratio	Participants' Covered Payroll	UAAL as a % of Participants' Covered Payroll
10/1/2013	$ 22,167,000	$ 203,809,000	$ 181,642,000	10.9%	$107,951,095	168.3%

OTHER INSURANCE BENEFITS

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OTHER INSURANCE BENEFITS

- **Dental Insurance** (City subsidizes 50% of the premium cost)
  - Safeguard DHMO Plan
  - Metlife PPO Plan
- **EyeMed Vision Plan** (included in health insurance premium)
- **Life Insurance**
  - City subsidizes 100% of the premium for one year's salary worth of coverage
- **Accidental Death and Dismemberment**
  - The City bears the full cost of the premium
  - Maximum benefit is $20,000

OTHER BENEFITS

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OTHER BENEFITS

- Other payroll related benefits
- Other non-payroll related benefits

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QUESTIONS/OPEN DISCUSSION

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APPENDIX B

Budget Advisory Committee Recommendations Regarding Police and Fire Pension Plans	
Benefit	**Recommendation for a Hybrid Plan; Changes are proposed for New Hires and Non-Vested (less than 10 years of service)**
Benefit Multiplier	2% (in addition to defined contribution plan described below)
Maximum Pension Benefit	No recommendation but with reduced multiplier the actual max benefit will be significantly less
Vesting Years	5 Years with no Retiree COLA for years 3 and 4 of DROP
DROP Years	No change
Retiree COLA	Zero - Commission may periodically adjust up to 1.5% compounded for a given year, with COLA resetting to 0% following year unless Commission votes to increase above 0% for next fiscal year
Final Average Monthly Earning (FAME)	Highest 5 of Last 10 Years
Normal Retirement Age	Age 55 w/10 years of service or Age 52 w/25 years of service
Employee contribution to Defined Benefit (DB) Plan	Defined Benefit = 5%; Defined Contribution = 5% w/the City Contributing 11%
Beneficiaries	Service connected: 85%; non-service connected: 75% joint and survivor with 10 years certain (100% first year)
Share Plan	Yes
Overtime, Off-Duty and Accrued Leave	*Police: overtime, off duty and accrued leave are pensionable in order to reach difference of 70% of next highest rank; Fire: overtime, off duty and accrued leave are pensionable, however not to exceed 11% of currenty salary at time of retirement
Additional Creditable Service	*When vested may purchase up to 2 years additional creditable public safety service , up to 4 years additional creditable military employment, and up to an additional 6% multiplier (maximum 12% in totality)
Miami Beach Employee Retirement Plan (MBERP)	*Ability to transfer all years of creditable service from MBERP to Fire and Police Pension Plan
Salary COLA Impact on Plan	Zero Salary COLA FY12/13 and FY 13/14

** While no recommendation by a final motion regarding these benefits,the BAC report stated that changes could be implemented without the need for additional actuarial analysis.*

APPENDIX C

City of Miami Beach Employee Retirement Plan Comparison Summary of Benefits

	Status Prior to 2009 - 2012 (2010-13 for AFSCME) Contracts		Status Prior to 2012 - 2015 (2013-16 for AFSCME) Contracts
	Employees Hired Prior to 10/01/10	**Employees Hired on or after 10/01/10**	**Changes Negotiated**
Vesting (Years)	5	5	
Benefit Multiplier	Tier A = 3% w/ 4% after 15 Years Tier B = 3%	2.50%	
Final Average Monthly Earning (FAME)	5 Highest	5 Highest	
Retirement Age	Tier A = 50 Tier B = 55	Age 62 w/5 Years of Service or Age 55 with 30 Years of Service; Rule of 75	
Retiree COLA	2.5% Deferred to 1 Year after DROP	1.5% Deferred to 1 Year after DROP	
DROP Years	3 Years	5 Years	Extend DROP period to 5 years for all employees in the plan
OT Pensionable	Only Tier A with Max of 10%	NO	
Pensionable Salary	Base and Incentive Pays	Base and Incentive Pays	

	Employees Hired Prior to 10/01/10	Employees Hired on or after 10/01/10	Changes Negotiated
Member Contribution	Tier A = 12% Tier B = 10%	10%	Reinstated additional 2% contribution from members covered by AFSCME bargaining unit
Salary COLA Impact on Plan	Zero Salary COLA FY 2009/10 and FY 2010/11 3% COLA FY 2011/12	Zero Salary COLA FY 2009/10 and FY 2010/11 3% COLA FY 2011/12	3% Salary COLA FY 2014/15 for all members except those covered by AFSCME as follows: 2% COLA Aoril 2014; 1% COLA April 2015

1850

City of Miami Beach
Fire and Police Pension Plan Comparison

	Employees Hired prior to 7/14/2010	Changes Negotiated in 2009 2012 Contract	Changes Negotiated in 2012-2015 Contract	Changes Negotiated in 2012-2015 Contract
Benefit	**Employees Hired prior to 7/14/2010**	**Employees Hired on or after 7/14/2010**	**Changes for Employees Effective 9-30-13 Unless Otherwise Indicated**	**Changes for Emploees Hired After 09/30/13**
Benefit Multiplier	3% for each year of service up to 15 years; 4% thereafter	3% for each year of service up to 20 years; 4% thereafter	3% for each year of service up to 20 years; 4% thereafter	3% for each year of service up to 20 years; 4% thereafter
Maximum Pension Benefit	90%	90%	85% Max effective 9-30-13; Grandfather anyone who by 9/30/15 has reached 85% or more for a max of 90%	85% Max effective 9-30-13; Grandfather anyone who by 9/30/15 has reached 85% or more for a max of 90%
Vesting Years	10 Years	10 Years	5 Years	5 Years
DROP Years	3 Years for all entering DROP prior to 9/1/12; Those entering DROP on or after 9/1/12 = 5 Year DROP with no Retiree COLA for years 3 and 4 of DROP	5 Years with no Retiree COLA for years 3 and 4 of DROP	Extended to 5 Years for all including those who currently are participating in the 3 Year DROP	Extended to 5 Years for all including those who currently are participating in the 3 Year DROP
Retiree COLA	2.5% Annually * Mandatory ZERO Retiree COLA during Years 3 and 4 for anyone participating in 5 Year DROP on or after 9-1-12	1.5% Annually * Mandatory ZERO Retiree COLA during Years 3 and 4 for anyone participating in 5 Year DROP on or after 9-1-12	5 Year DROP receives Retiree COLA each year of DROP based on hire date	5 Year DROP receives Retiree COLA each year of DROP based on hire date
Final Average Monthly Earning (FAME)	Average of 2 highest years	Average of 3 highest years	Average of 3 highest years effective 9/30/15 for all current employees	Highest 5 Years
Normal Retirement Age	Age 50 or Rule of 70	Age 50 or Rule of 70 w/minimum age 48	Rule of 70 w/ minimum age 47 for pre-2010 hires	Rule of 70 w/ minimum age 48
Employee contribution to Defined Benefit (DB) Plan	10% of pensionable earnings	10% of pensionable earnings	10% of pensionable earnings	10.5 % of Pensionable Earnings

City of Miami Beach
Fire and Police Pension Plan Comparison

	Employees Hired prior to 7/14/2010	Changes Negotiated in 2009 2012 Contract	Changes Negotiated in 2012-2015 Contract	Changes Negotiated in 2012-2015 Contract
Benefit	**Employees Hired prior to 7/14/2010**	**Employees Hired on or after 7/14/2010**	**Changes for Employees Effective 9-30-13 Unless Otherwise Indicated**	**Changes for Emploees Hired After 09/30/13**
Beneficiaries	Service connected: 85%; non-service connected: 75% joint and survivor with 10 years certain (100% first year)	Service connected: 85%; non-service connected: 75% joint and survivor with 10 years certain (100% first year)	No Change	No Change
Share Plan	Yes	Yes	No Change	No Change
Overtime, Off-Duty and Accrued Leave	Police: overtime, off duty and accrued leave are pensionable in order to reach difference of 70% of next highest rank; Fire: overtime, off duty and accrued leave are pensionable, however not to exceed 11% of currenty salary at time of retirement	Police: overtime, off duty and accrued leave are pensionable in order to reach difference of 70% of next highest rank; Fire: overtime, off duty and accrued leave are pensionable, however not to exceed 11% of currenty salary at time of retirement	Per FL Statute - eliminate ability to use accrued leave for buy-up of any additional pension benefits - max overtime = 300 Hours	Per FL Statute - eliminate ability to use accrued leave for buy-up of any additional pension benefits - max overtime = 300 Hours
Additional Creditable Service	When vested may purchase up to 2 years additional creditable public safety service , up to 4 years additional creditable military employment, and up to an additional 6% multiplier (maximum 12% in totality)	When vested may purchase up to 2 years additional creditable public safety service , up to 4 years additional creditable military employment, and up to an additional 6% multiplier (maximum 12% in totality)	Eliminate prior service buyback excluding Military which will be at max of 6% effective 9/30/13	Eliminate prior service buyback excluding Military which will be at max of 6% effective 9/30/13
Miami Beach Employee Retirement Plan (MBERP)	Ability to transfer all years of creditable service from MBERP to Fire and Police Pension Plan	Ability to transfer all years of creditable service from MBERP to Fire and Police Pension Plan	Eliminate provision allowing transfer of years of service from MBERP to Fire and Police Pension Plan	Eliminate provision allowing transfer of years of service from MBERP to Fire and Police Pension Plan
Salary COLA Impact on Plan	0% COLA FY 09/10	3% salary COLA FY 11/12	3% salary COLA FY14/15	3% salary COLA FY14/14

1852

APPENDIX D

City of Miami Beach
Budget Advisory Committee (BAC) Recommended Policies and Guidelines

BAC RECOMMENDED POLICIES AND GUIDELINES	BAC RECOMMENDED FIRE AND POLICE PENSION PLAN REFORM (Updated on 10/1/2011 Valuation)	FIRE AND POLICE PENSION PLAN REFORM ATTAINED	MBERP PENSION REFORM ATTAINED
Affordability and Sustainability			
GUIDELINE STATEMENT: If the City's portion of the total annual cost of retirement benefits contribution exceeds 25 percent of payroll for general employees and 60 percent of payroll for high risk employees, the City should review and evaluate potential changes to the collective bargaining agreements between the City and the Unions, applicable towards the next contract negotiations, in order to identify potential approaches to reduce the contributions to these levels over the long term.	Projected (Based on 10/1/11 Valuation) Percentage of Payroll with Changes: FY 2013/14: 75.03% ..... FY 2021/22: 71.11% FY 2040/41: 31.04% NPV of 30-year Annual Required Contribution (ARC) savings: $74 million	Projected (Based on 10/1/14 Valuation) Percentage of Payroll with Changes: FY 2013/14: 77.39% **Actual** FY 2014/15: 70% **Actual** FY 2021/22: 62.00% ..... FY 2033/34: 65.7% FY 2013/14: 80.3% FY 2014/15: 77.5% **2012-2015 Contract:** $5.2 million reduction to the ARC payable on 10/1/13. NPV of projected 30-year ARC savings: $145 million (Based on 10/1/12 valuation). **2009-2012 Contract:** $1.38 million reduction to the ARC payable on 10/1/10.	Projected (Based on 10/1/14 Valuation)Percentage of Payroll with Changes: FY 2013/14: 40.39% **Actual** FY 2014/15: 41.65% **Actual** FY 2021/22: 30.53% ..... FY 2024/25: 27.61% **2012-2015 Contract:** Reduction to the ARC payable on 10/1/13 of $584,000; and a reduction to the ARC payable on 10/1/14 of $774,000. The savings include a reduction in the amortization payments on the UAAL of approximately $6.076 million over the next 30 years. The reduced payments on the UAAL will decrease the ARC by approximately $540,000 each year for next 30 years. **2009-2012 Contract:** The actuary projected a savings of $3.3 million off the ARC payable on 10/1/10. Savings for new employees hired after 10/1/10 were projected to begin during FY 2011/12. The projected savings toward the City's ARC for new employees ranged from $910,000 in FY2011/12 to as much as $5.995 million in FY2020/21. (Based on 10/1/09 valuation)
POLICY STATEMENT: The City shall fund at least the normal cost of pension. If this exceeds the amount of the actuarially determined annual required contribution, the excess should be placed in a pension stabilization fund, to be made available for future pension shortfalls.	Actuarially determined ARC is in excess of funding of normal cost of pension, as the contribution includes funding to eliminate unfunded liability over 30 years.		
POLICY STATEMENT: The City should strive to maintain a funded ratio of at least 80 percent for each of its defined benefit pension plans. **GUIDELINE STATEMENT:** If the funded ratio (actuarial value of assets minus actuarial liabilities) of either of the City of Miami Beach's pension plans falls below 70 percent, the City should strive to implement approaches to increase the funded ratio to that level over five (5) years.		As per 10/1/2013 valuation, funded ratio is 69.4%.	As per 10/1/2013 valuation, funded ratio is 67.9%. If all assumptions are met, the following are the funded ratio projections: 10/1/2016: 75.6% 10/1/2019: 80.7% 10/1/2023: 86.1%
POLICY STATEMENT: Salary growth should not exceed the average actuarially assumed salary growth in each of the City's pension plans.		Salary growth assumptions were as follow (10/1/13 valuation): FY 2012/13: 3.5% **Assumed**; 3.9% **Actual** FY 2013/14: 3.8% **Assumed** 3, 5 and 10 year average salary increases assumed are 4.3%, 4.7% and 6.1% respectively.	Salary growth assumptions were as follow (10/1/13 valuation): FY 2012/13: 5.6% **Assumed**; 2.3% **Actual** Average salary increase assumed is 5.6%, which includes a 4% COLA per year.
POLICY STATEMENT: The City should require 5, 10 and 20 year projections of required pension contributions as part of the annual actuarial valuations for each of the City's pension plans. These projections shall be based on the current actuarial assumptions for each plan. The projections shall be updated to reflect the cost of any proposed benefit enhancement before the City Commission agrees to the enhancement. The cost of these studies shall be funded separately from the annual contribution to the pension plan.	The City modified the pension ordinance in order to reflect this requirement		

City of Miami Beach
Budget Advisory Committee (BAC) Recommended Policies and Guidelines

BAC RECOMMENDED POLICIES AND GUIDELINES	BAC RECOMMENDED FIRE AND POLICE PENSION PLAN REFORM (Updated on 10/1/2011 Valuation)	FIRE AND POLICE PENSION PLAN REFORM ATTAINED	MBERP PENSION REFORM ATTAINED
POLICY STATEMENT: There shall be an experience study of each of the City's pension plans' actuarial assumptions performed by an actuary that is independent from the pension board. The experience study should be conducted at least once every three (3) years, to compare actual experience to the assumptions. The independent actuary shall make recommendations for any changes in assumptions based on the results of the experience study, and any deviations from those assumptions by the pension board shall be justified to the City Commission.	The City modified the pension ordinance in order to reflect this requirement		
POLICY STATEMENT: Once pension reform is implemented, a 5/7th vote of the City Commission should be required for any further pension changes.	City Commission requested evaluation by City Attorney; the November 2014 ballot language was developed in lieu of this policy.		
Appropriate Benefits to Provide to Employees			
POLICY STATEMENT: The City of Miami Beach should strive to provide a retirement benefit that provides for a replacement of salary at a level at least equivalent to Social Security plus a supplemental retirement benefit.		The City provides for a replacement of salary at a level at least equivalent to Social Security plus a supplemental retirement benefit. - The employer contribution to Social Security is 6.2%. - The average normal cost to the City for the Fire and Police Pension Plan is 33%.	The City provides for a replacement of salary at a level at least equivalent to Social Security plus a supplemental retirement benefit. - The employer contribution to Social Security is 6.2%. - The average normal cost to the City for MBERP is 10.46%.
POLICY STATEMENT: The City of Miami Beach retirement benefits should be adjusted periodically after retirement to reflect the impacts of inflation, with rates no more than the Consumer Price Index for All Workers - CPI(W), that is subject to City Commission approval and with a maximum of 3 percent annually.	Retiree COLAs were reduced from 2.5% to 1.5% annually for employees hired after 2010. Retiree COLA for pre-2010 employees: 2.5% Retiree COLA for post-2010 employees: 1.5%		
Recruitment and Retention			
POLICY STATEMENT: The City of Miami Beach should strive to provide retirement benefits that ensure that the City is competitive in the recruitment and retention of employees.	The City does not make the 6.2% emplpoyer contribution to Social Security. - The normal cost for MBERP and the Fire and Police Pension Plan (the value of the benefit) net of Social Security equivalents of 4.3% and 27% respectively. - FRS contribution rates as of July 1, 2014, are 7.27% for regular employees and 19.82% for special risk employees, including the amortization of the unfunded liability.		
Management of Risk/Risk Sharing			
POLICY STATEMENT: The City of Miami Beach should strive to share some portion of retirement benefit risk with employees.	Hybrid Plan	The IAFF and FOP pension plan changes increased employee contributions for those hired after ratification of collective bargaining agreement, from 10 to 10.5%.	In 2010, when pension costs increased, MBERP increased employee contributions from 10% and 8%, to 12% and 10% respectively, for Tier A and Tier B employees. The agreement provides for discontinuance of the additional 2% contribution if the ARC decreases below 23.5% of payroll.
GUIDELINE STATEMENT: If the City's contribution to a defined pension benefit plan exceeds 25 percent of payroll for general employees and 60 percent of payroll for high-risk employees, the employee contribution should be reviewed.	See Above		
POLICY STATEMENT: The City of Miami Beach should strive to share some portion of retirement benefit risk with employees.	See Above		

APPENDIX E

OTHER PAYROLL RELATED BENEFITS

- Earned leave (sick, vacation, compensatory)
  - Differences in accrual

SICK AND VACATION LEAVE ACCRUALS				
	Sick Leave Accruals	Vacation Leave Accruals		
	Constant Annual	0-9.99 years Annual	10-19.99 years Annual	20 + years Annual
FOP	96	96	136	176
IAFF shift	144	144	204	264
IAFF non-shift	96	96	136	176
All Others	96	96	136	176

- Leave payouts upon separation
  - Differences in payout

MAXIMUM FINAL LEAVE PAYOUT			
	Sick hours paid out at 50% of value	Vacation hours paid out at 100% of value	Equivalent number of hours paid out at 100% of value
FOP	1,200	620	1,220
All Others	1,200	620	1,220
IAFF Non-shift	Combination of both *		820
IAFF Shift	Combination of both *		1,230
* All sick and vacation hours for IAFF employees paid out at 100% of value up to the allowed maximum			

- Sick leave sellback (IAFF & FOP)
  - Employees covered by the IAFF and FOP agreements are eligible to sell back (at 100% of value) sick leave accrued during the year, minus any sick or emergency vacation time used (sunsets 9/30/2015)
- Holidays (10 legal holidays; 3 floating holidays; and 1 birthday holiday)
- Injury service connected (ISC) leave with pay
  - Differences in duration
    - 16 weeks (general)
    - 32 weeks (IAFF & FOP)
- Bereavement leave with pay (2 days; 4 days if funeral is out of state)

OTHER PAYROLL RELATED BENEFITS

- Jury duty leave with pay
- Union leave with pay
    - ➢ Differences in maximum allocation per year
        - IAFF (union president may elect full time detachment; 500 hours per contract year if union president is detached; 2,996 hours per contract year if union president is not detached; maximum rollover from one contract year to another of 750 unused hours)
        - FOP (union president may elect full time detachment; no established time bank maximum threshold; accruals solely comprised of employee donations)
        - CWA (2,250 hours per contract year; maximum rollover from one contract year to another of 2,250 unused hours)
        - AFSCME (1,040 hours per contract year, without the option to roll over unused time, to be used when employees leave the City's physical premises; union leave pool does not have an established accrual rate or limit and is used when conducting union business within the City)
        - GSAF (no established time bank)
- Tuition reimbursement

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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: December 9, 2015

SUBJECT: **REFERRAL TO THE PLANNING BOARD – PROPOSED ORDINANCE AMENDMENT PERTAINING TO ALCOHOLIC BEVERAGE ESTABLISHMENTS IN THE ALTON ROAD CORIDOOR ADJACENT TO WEST AVENUE AND ALONG 17TH STREET FACING THE PALM VIEW NEIGHBORHOOD**

ADMINISTRATION RECOMMENDATION

Refer the proposed Ordinance Amendment to the Planning Board for consideration and recommendation.

HISTORY

Pursuant to request by Commissioner Joy Malakoff, on July 29, 2015, as part of a discussion pertaining to proposed amendments to the City Code regarding alcoholic beverage establishments, the Land Use and Development Committee (LUDC) directed the administration to study ways to buffer the West Avenue residential neighborhoods from alcoholic beverage establishments on Alton Road. It was further requested that the matter be brought back to the LUDC on September 9, 2015 as a separate discussion.

On September 9, 2015, the LUDC discussed a proposed Alton Road alcoholic beverage overlay district and directed administration to prepare a draft ordinance and bring it back to LUDC on October 7, 2015 for further discussion.

BACKGROUND

Alton Road Overlay

There has been a shift in the type of development on Alton Road from a traditionally service oriented corridor to a mixture of services, retail, restaurants and bars. While most of Alton Road between Sixth (6th) Street and Dade Boulevard is commercially zoned (CD-1 and CD-2), the barrier between residential zoning (RM-1 and RM-2) is often only an alley.

Certain measures have been gradually worked into the zoning code for the other parts of the City (e.g. North beach, South of Fifth, and Sunset Harbor) that have a mixture of residential development and destination eating and drinking establishments. However, new establishments on along Alton Road do not currently have the same type of measures.

Immediately to the west of Alton Court (the alley west of Alton Road), is the West Avenue neighborhood characterized by residential mid-rise and low-rise apartment buildings. Similarly, on

Agenda Item R9K
Date 12-9-15

the east side of Alton Road, the Flamingo Park Historic District is located directly across the alley (Lenox Court.) The development pattern east of Lenox Court is mainly low-rise residential uses (RM-1), with single family homes between 12th and 15th Streets.

17th Street
On the south side of 17th Street, which is commercially zoned (CD-3), between Meridian Avenue and Alton Road there is the potential for more intense commercial development. This area is directly across the street from residential uses (RM-1 and RS-4) in the Palm View Historic District. Currently, there are not special restrictions for commercial eating and drinking establishments in this area of 17th Street.

Operational hours and other regulations have been proposed citywide for outdoor bar counters in the alcohol ordinance that is pending City Commission consideration for a possible referral to the Planning Board. However, these proposed regulations are more general and do not create specific standards for residential uses in close proximity to eating, drinking and entertainment establishments that do not meet the thresholds of a Neighborhood Impact Establishment.

ANALYSIS
Currently, alcoholic beverage and entertainment establishments not exceeding specified occupational load thresholds do not require Conditional Use review by the Planning Board in most commercial zoning districts. These thresholds are less than 300 persons for eating and drinking establishments without entertainment (or less than 6,000 square feet, if the new thresholds are adopted) or less than 200 persons for establishments with entertainment (or less than 3,500 SF, if the proposed thresholds are adopted).

The CD-1 and CD-2 zoning districts between West Avenue and Lenox Court from sixth (6th) Street to Dade Boulevard, and the CD-3 district between Lincoln Lane North and 17th Street from Meridian Avenue to Lenox Court, both border low intensity, non-transient residential districts. As such, residents from these areas have been expressing a strong desire for operational restrictions on eating and drinking establishments, particularly with regard to the hours of operation.

The administration recommends that more restrictive hours of operation be explored, but reaching a consensus on the imposition of additional limits on hours of operation is complex and will likely require additional study and outreach. In this regard, a number of existing establishments along Alton Road are already (and in some cases have been for many years) permitted to operate until 2:00 am or 5:00 am. Creating a much stricter standard across the board for new establishments will likely require more research and outreach.

Therefore, it is recommended, pursuant to the attached draft ordinance, that, as a first step, an extra level of oversight by the Planning Board for medium-large restaurants, stand-alone alcoholic beverage establishments, and entertainment establishments be required within the these areas. Specifically, using the Sunset Harbor area as a model, the threshold for Conditional Use review could be lowered for restaurant uses so that only those eating establishments that are neighborhood oriented in size could be permitted as of right. Additionally, any stand-alone drinking establishment would require Conditional Use approval.

There is already precedent for such a level of review, as the CD-2 areas of North Beach require Conditional Use approval for stand-alone bars and Sunset Harbor prohibits outdoor entertainment establishments, neighborhood impact establishments and open air entertainment establishment. Additionally, in the CD-2 areas of Sunset Harbor, a lower occupational load threshold has been established for Conditional Use review of restaurants and alcoholic beverage establishments.

SUMMARY/UPDATE

On October 7, 2015 the Land Use Committee discussed the item at length, and suggested some text revisions, as well as the inclusion of an additional overlay section regarding RM-3 properties along West Avenue. These proposed additional amendments have been incorporated into the text of the draft Ordinance attached. Additionally, maps of all three overlay areas are attached.

The Land Use Committee could not reach a consensus on whether to recommend in favor of the proposed legislation. The Committee voted to transmit the proposed Ordinance to the City Commission, without a recommendation, to consider a referral to the Planning Board.

Additionally, as part of the overall public discussion, it was further suggested that the following additional modifications be considered in the revised legislation:

1. A prohibition of the following uses within the subject overlay areas:
   a. Outdoor and Open Air Entertainment Establishments
   b. Entertainment and Entertainment Establishments
   c. Outdoor Speakers
   d. Dance Halls
   e. Outdoor Bar Counters

2. Hours of operation limitations for establishments serving alcohol within the subject overlay areas as follows:
   a. 12:00 Midnight Sunday thru Thursday
   b. 2:00 AM on Friday and Saturday

3. For Roof-Top Areas Serving Alcohol City Wide:
   a. Prohibition of Outdoor / Open-Air Roof-Top Entertainment
   b. Additional limits on Outdoor / Open-Air Roof-Top Establishments based upon square footage / occupancy load, proximity to residential uses and whether semi-permanent enclosures are proposed.

CONCLUSION

In accordance with the October 7, 2015 action of the Land Use and Development Committee, the Administration recommends that the Mayor and the City Commission refer the attached Ordinance Amendment to the Planning Board. It is further recommended that the additional items listed as part of the public discussion be included as part of the referral for discussion and consideration.

JLM/SMT/TRM
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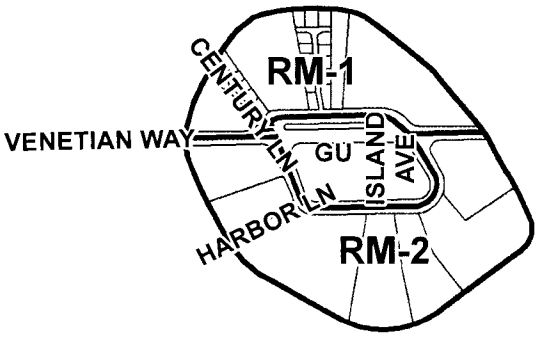
Alton Road Commercial Corridor



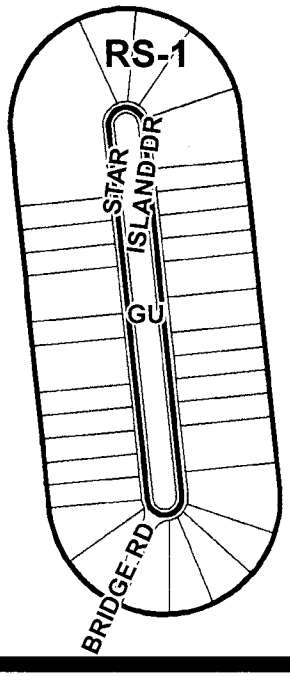
Legend

Alton Road Commercial Corridor

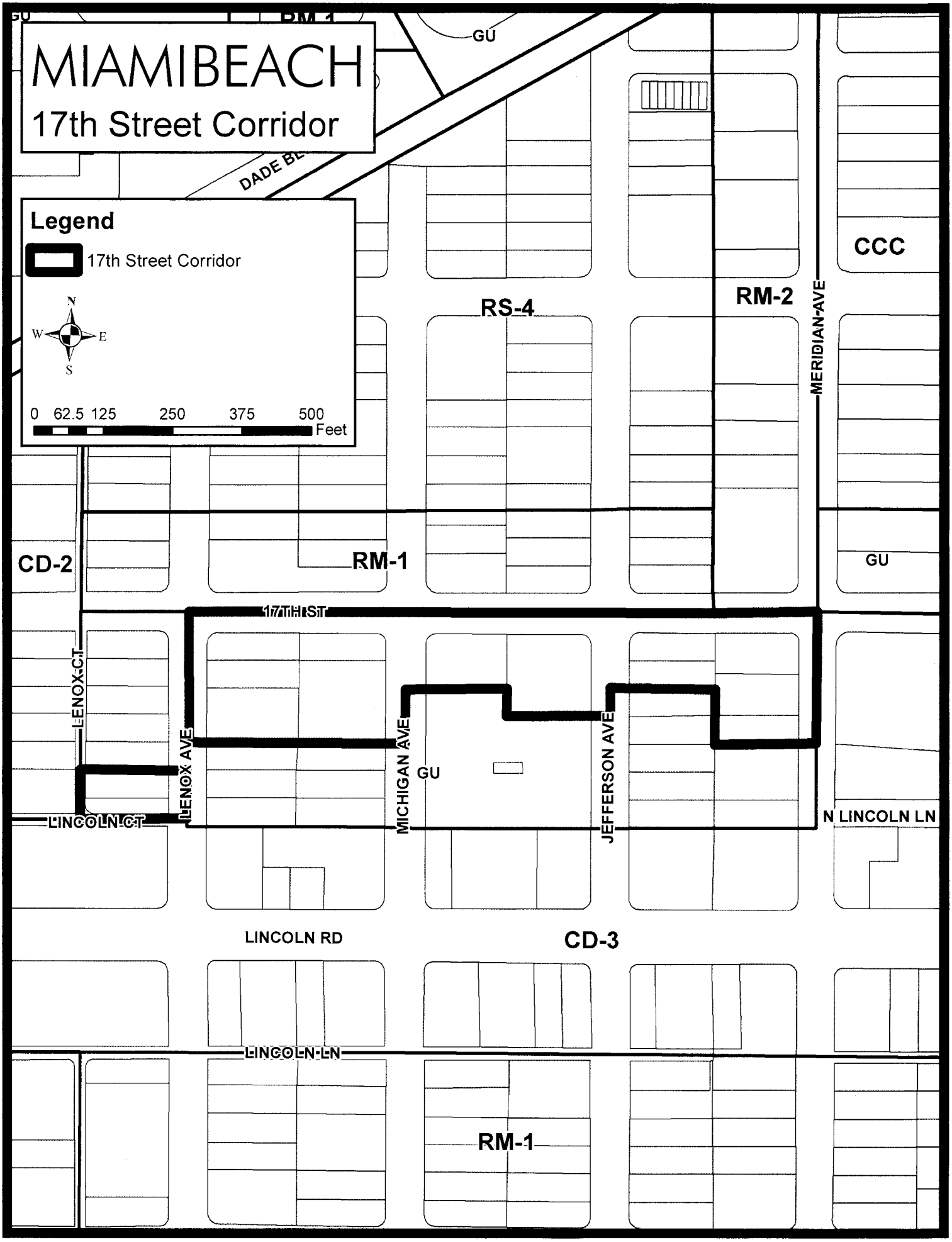
GU

N W E S

0 250 500 1,000 1,500 2,000 Feet



RS-3 RS-4 GU RS-4 RM-2 GU
RM-3 20TH ST GU RM-1 GU
I-1 19TH ST DADE BLVD CONVENTION CENTER DR
PURDY AVE BAY RD GU CD-1 RM-2
GU CD-2 RS-4 CCC 18TH ST
CD-2 RM-1 GU 17TH ST
ALTON CT GU JEFFERSON AVE
RM-2 CD-3
LINCOLN RD
LINCOLN TER GU LINCOLN LN
16TH ST
15TH TER CD-1 EUCLID AVE
15TH ST
RM-3 RM-1 ALTON RD LENOX CT LENOX AVE MICHIGAN AVE TH ESPANOLA WAY GU 14TH PL
FLAMINGO WAY 14TH TER
14TH ST RO RS-4
MONAD TER 13TH ST MERIDIAN AVE
CD-1 GU EUCLID CT 12TH ST GU
11TH ST
10TH ST JEFFERSON CT RO
RM-2 RM-1
9TH ST RO HD
CD-2
WEST AVE 8TH ST MERIDIAN CT
7TH ST CD-2
HD GU 6TH ST RM-2
MAC ARTHUR RAMP NB MICHIGAN CT CPS-2
5TH ST
MAC ARTHUR CSWY WB CPS-4 GU


MIAMIBEACH
17th Street Corridor
Legend
17th Street Corridor
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W
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0 62.5 125 250 375 500
Feet
GU
DADE BL
RS-4
RM-2
CCC
MERIDIAN AVE
CD-2
RM-1
GU
17TH ST
LENOX CT
LENOX AVE
MICHIGAN AVE
GU
JEFFERSON AVE
LINCOLN CT
N LINCOLN LN
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CD-3
LINCOLN LN
RM-1

MIAMIBEACH
West Avenue Corridor

Legend

West Avenue RM-3 Properties

N W E S

0 125 250 500 750 1,000 Feet

GU
DADE BLVD
CD-2
17TH ST
RM-1
GU
ALTON CT
LINCOLN CT
LINCOLN RD
CD-3
GU
RM-2
LINCOLN TER
GU
LINCOLN LN
CD-2
16TH ST
15TH TER
CD-1
15TH ST
RM-1
FLAMINGO WAY
14TH CT
14TH TER
BAY RD
ALTON RD
LENOX CT
LENOX AVE
MICHIGAN CT
TH
14TH ST
RM-3
MONAD TER
RS-4
RO
13TH ST
MICHIGAN AVE
CD-1
12TH ST
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11TH ST
10TH ST
RM-2
9TH ST
CD-2
8TH ST
RM-1
WEST AVE
7TH ST
JEFFERSON CT
HD
MACARTHUR RAMPOF NB
CPS-4
6TH ST
CPS-2
STAR ISLAND DR
GU
RS-1
BRIDGE RD

WEST AVENUE AND 17TH STREET CONDITIONAL USE OVERLAY IN CD-1, CD-2 AND CD-3 ZONING DISTRICTS

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, FLORIDA BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS", ARTICLE II, "DISTRICT REGULATIONS," BY AMENDING DIVISION 3, "RESIDENTIAL MULTIFAMILY DISTRICTS," SUBDIVISION V, "RM-3 RESIDENTIAL MULTIFAMILY, HIGH INTENSITY," AND DIVISION 4, "CD-1 COMMERCIAL MEDIUM INTENSITY DISTRICT," BY AMENDING SECTION 142-273, "CONDITIONAL USES," BY MODIFYING AND CLARIFYING CONDITIONAL USES IN CD-1 DISTRICTS AND DIVISION 5, "CD-2 COMMERCIAL MEDIUM INTENSITY DISTRICT," BY AMENDING SECTION 142-303, "CONDITIONAL USES," BY MODIFYING AND CLARIFYING CONDITIONAL USES IN CD-2 DISTRICTS AND DIVISION 6, "CD-3 COMMERCIAL MEDIUM INTENSITY DISTRICT," BY AMENDING SECTION 142-333, "CONDITIONAL USES," BY MODIFYING AND CLARIFYING CONDITIONAL USES IN CD-3 DISTRICTS ADDING RESTAURANTS WITH MORE THAN 100 SEATS OR 3,500 SQUARE FEET, STAND ALONE ALCOHOL BEVERAGE ESTABLISHMENTS, DANCE HALLS AND ENTERTAINMENT ESTABLISHMENTS AS A CONDITIONAL USES IN THE ALTON ROAD COMMERCIAL CORRIDOR AND THE 17TH STREET CORRIDOR AS DEFINED IN THE PROPOSED ORDINANCE PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; APPLICABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the West Avenue neighborhood is comprised mainly of residential uses and is only divided by an alley from the commercial zoning districts, CD-1 and CD-2, on Alton Road; and

WHEREAS, the Palm View neighborhood is comprised of mainly residential uses and is divided by 17th Street from a commercial high intensity district, CD-3; and

WHEREAS, the City Code lists uses that could be incompatible with residential uses unless regulated through a conditional use permit within the CD-1, CD-2, CD-3 and RM-3 districts in the Land Development Regulations; and

WHEREAS, large restaurants, stand alone bars, entertainment establishment, and dance halls can sometimes be incompatible with the low scale character of the neighborhood if not regulated; and

WHEREAS, is it is desirable to encourage uses that are compatible with the low scale character of the neighborhood; 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 3, "Residential Multifamily Districts," Subdivision V, "RM-3 Residential Multifamily, High Intensity," is hereby amended as follows:

Sec. 142-243. - Conditional uses.

(a) The conditional uses in the RM-3 residential multifamily, high intensity district are adult congregate living facility; day care facility; nursing home; stand-alone religious institutions; private and public institutions; schools; commercial or noncommercial parking lots and garages; accessory outdoor entertainment establishment; accessory neighborhood impact establishment; and accessory open air entertainment establishment as set forth in article V, division 6 of this chapter.

(b) *West Avenue Corridor.* In addition to the conditional uses specified in section 142-243(a), and subject to the conditional use criteria in section 118-192(a), conditional uses in the RM-3 residential multifamily, high intensity district in the West Avenue Corridor, which includes properties located between West Avenue and Biscayne Bay from 6th Street to the Collins Canal, shall also include the following:

(1) Accessory restaurants with alcoholic beverage licenses with more than 100 seats and a floor area in excess of 3,500 square feet;

(2) Open Air alcoholic beverage establishments.

SECTION 2. Chapter 142, "Zoning Districts and Regulations," Article II, "District Regulations," Division 4, "CD-1, Commercial, Low Intensity District," is hereby amended as follows:

Sec. 142-273. - Conditional uses.

(a) The conditional uses in the CD-1 commercial, low intensity district are adult congregate living facilities; nursing homes; religious institutions with an occupancy greater than 199 persons; public and private institutions; schools; day care facility; pawnshops; video game arcades; warehouses; any use selling gasoline; new construction of structures 50,000 square feet and over (even when divided by a district boundary line), which review shall be the first step in the process before the review by any of the other land development boards; neighborhood impact establishment; and storage and/or parking of commercial vehicles on a site other than the site at which the associated commerce, trade or business is located. See section 142-1103.

(b) *Alton Road Commercial Corridor.* In addition to the conditional uses specified in section 142-273(a), and subject to the conditional use criteria in section 118-192(a), conditional uses in the CD-1 commercial, medium intensity districts in the Alton Road Commercial Corridor, which includes properties located between West Avenue and Lenox Court (or the rear lot line of properties on Alton Road where an alley does not exist) from 6th Street to the Collins Canal, shall also include the following:

(1) Restaurants with alcoholic beverage licenses with more than 100 seats and a

floor area in excess of 3,500 square feet;

(2) Alcoholic beverage establishments (not also operating as a full restaurant with a full kitchen, serving full meals);

SECTION 3. Chapter 142, "Zoning Districts and Regulations," Article II, "District Regulations," Division 5, "CD-2, Commercial, Medium Intensity District," is hereby amended as follows:

Sec. 142-303. - Conditional uses.

(a) The conditional uses in the CD-2 commercial, medium intensity district include the following:

(1) Adult congregate living facilities;
(2) Funeral home;
(3) Nursing homes;
(4) Religious institution;
(5) Pawnshops;
(6) Video game arcades;
(7) Public and private institutions;
(8) Schools;
(9) Any use selling gasoline;
(10) New construction of structures 50,000 square feet and over (even when divided by a district boundary line), which review shall be the first step in the process before the review by any of the other land development boards;
(11) Outdoor entertainment establishment;
(12) Neighborhood impact establishment;
(13) Open air entertainment establishment;
(14) Storage and/or parking of commercial vehicles on a site other than the site at which the associated commerce, trade or business is located. See Section 142-1103.

(b) *Sunset Harbour Neighborhood.* In addition to the conditional uses specified in section 142-303(a), and subject to the conditional use criteria in section 118-192(a), conditional uses in the CD-2 commercial, medium intensity district in the Sunset Harbour neighborhood, generally bounded by Purdy Avenue, 20th Street, Alton Road and Dade Boulevard shall also include the following:

(1) Main use parking garages;
(2) Restaurants, ~~with~~ and ~~alcoholic beverage licenses~~ ~~(~~alcoholic beverage establishments~~)~~ with more than 100 seats or an occupancy content (as determined by the Fire Marshall) in excess of 125 persons and a floor area in excess of 3,500 square feet.

(c) *North Beach Neighborhood.* In addition to the conditional uses specified in section 142-303(a), and subject to the conditional use criteria in section 118-192(a), conditional uses in the CD-2 commercial, medium intensity district in the North Beach neighborhood (located north of 65th Street), shall also include the following:

(1) Alcoholic beverage establishments (not also operating as a full restaurant with a full kitchen, serving full meals);
(2) Dance halls;

(3) Entertainment establishments.

(d) *South Alton Road Corridor.* In addition to the conditional uses specified in section 142-303(a), and subject to the conditional use criteria in section 118-192(a), conditional uses in the CD-2 commercial, medium intensity district in the South Alton Road Corridor, which includes properties located along Alton Road between 6th and 11th Street, shall also include the following:

(1) Self storage warehouse, provided the minimum distance separation between self storage warehouses shall be 300 feet and self storage warehouses shall follow the development regulations for "self storage warehouse" in section 142-305 and setback requirements in section 142-307.

(e) *Alton Road Commercial Corridor.* In addition to the conditional uses specified in section 142-303(a), and subject to the conditional use criteria in section 118-192(a), conditional uses in the CD-2 commercial, medium intensity districts in the Alton Road Commercial Corridor, which includes properties located between West Avenue and Lenox Court (or the rear lot line of properties on Alton Road where an alley does not exist) from 6th Street to the Collins Canal, shall also include the following:

(1) Restaurants with alcoholic beverage licenses with more than 100 seats and a floor area in excess of 3,500 square feet;
(2) Alcoholic beverage establishments (not also operating as a full restaurant with a full kitchen, serving full meals);
(3) Dance halls;
(4) Entertainment establishments;
(5) Open Air alcoholic beverage establishments.

* * *

SECTION 4. Chapter 142, "Zoning Districts and Regulations," Article II, "District Regulations," Division 6, "CD-3, Commercial, High Intensity District," is hereby amended as follows:

Sec. 142-333. - Conditional uses.

(a) The conditional uses in the CD-3 commercial, high intensity district are adult living congregate facilities; new construction of structures 50,000 square feet and over (even when divided by a district boundary line), which review shall be the first step in the process before the review by any of the other land development boards; outdoor entertainment establishment, neighborhood impact establishment, open air entertainment establishment, nursing homes; religious institutions with an occupancy greater than 199 persons; video game arcades; public and private institutions; schools and major cultural dormitory facilities as specified in section 142-1332; and storage and/or parking of commercial vehicles on a site other than the site at which the associated commerce, trade or business is located, except such storage and/or parking of commercial vehicles shall not be permitted on lots with frontage on Lincoln Road, Collins Avenue, 41st Street and 71st Street. See subsection 142-1103(c). When located on that portion of Lincoln Road that is closed to traffic, these uses shall comply with section 142-335.

(b) *17th Street Corridor.* In addition to the conditional uses specified in section 142-333(a), and subject to the conditional use criteria in section 118-192(a), conditional

uses in the CD-3 commercial, high intensity district in the 17th Street Corridor, which includes properties located between Lincoln Lane North and 17th Street from Meridian Avenue to Lenox Court, shall also include the following:

(1) Restaurants with alcoholic beverage licenses with more than 100 seats or a floor area in excess of 3,500 square feet;
(2) Alcoholic beverage establishments (not also operating as a full restaurant with a full kitchen, serving full meals);
(3) Dance halls;
(4) Entertainment establishments;
(5) Open Air alcoholic beverage establishments.

SECTION 5. 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 6. 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 re-numbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

SECTION 7. Severability.
If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 8. Effective Date.
This Ordinance shall take effect ten days following adoption.

PASSED and ADOPTED this _____ day of _____, 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM
AND LANGUAGE
AND FOR EXECUTION

_____
City Attorney Date

First Reading: , 2016
Second Reading: , 2016
Verified By: _____
Thomas R. Mooney, AICP
Planning Director

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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

DATE: December 9, 2015

SUBJECT: **City Attorney's Status Report**

LAWSUITS FILED BY OR AGAINST THE CITY OF MIAMI BEACH SINCE THE LAST REPORT

1. **FLORIDA GAS TRANSMISSION COMPANY, LLC v. CITY OF MIAMI BEACH,** Case No. 2015-023794-CA-01 (11th Circuit Court in and for Miami-Dade County, Florida)

   This is an action for equitable relief and damages in connection with the State Road 907/Alton Road and 10th Street Drainage Improvements. Florida Gas alleges that improvements encroach upon an alleged easement in the public right of way. The Summons and Complaint were served on the City on October 19, 2015.

   The City obtained an enlargement of time to file its response to the Complaint. The City's response will be timely filed on or before November 30, 2015.

2. **NATIONSTAR MORTGAGE LLC V. FERMIN ALVAREZ, ET AL** Case No. 13-2015-CA-014670 (11th Circuit Court in and for Miami Dade County, Florida)

   This is an action to foreclose a mortgage on real property located at 1200 NE Miami Gardens Drive, North Miami Beach, Florida. The Summons and Verified Amended Complaint were served on the City on October 26, 2015.

   The City's Motion to Dismiss for failure to state a cause of action was filed on October 26, 2015.

3. **LUCKNER BRUNO v. THE CITY OF MIAMI BEACH** Case No. 15-024852-CA-01 (11th Judicial Circuit Court in and for Miami Dade-County, Florida)

   The City was served with this complaint on November 3, 2015 alleging that on December 31, 2012, the plaintiff, Luckner Bruno, was wearing a costume in connection with his employment with the Clevelander Hotel, in Miami Beach and was on his way to perform for a New Year's Eve Event. While stopped at a traffic light, Officers Quintana, Mendoza and Clair approached the Plaintiff's vehicle with their guns drawn, and commanded him to exit his vehicle. He was

Agenda Item R10A
Date 12-9-15

in the process of complying when he was pulled out of his vehicle, thrown to the ground and struck in the face by the officers with their guns drawn. At no time did he resist arrest. He was charged with wearing a mask on a public way and resisting officer without violence. All of the charges were dropped and plaintiff is now suing the City of Miami Beach for battery (excessive force) and false arrest. We shall file our answer to his complaint and propound discovery.

4. **HSBC BANK USA NATIONAL ASSOCIATION AS INDENTURE TRUSTEE FOR PEOPLE'S CHOICE HOME LOAN SECURITIES TRUST SERIES 2005-3 V. ALEXANDER LARA, ET AL.** Case No. 15-024539-CA-01 (11th Judicial Circuit Court in and for Miami-Dade County, Florida)

   This is an action to foreclose a mortgage on real property located at 14371 Lake Cresent Place, Miami Lakes, Florida. The Summons and Verified Complaint were served on the City on November 4, 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 will be timely filed.

5. **M & M BEACH CONCESSIONS, INC. V. THE CITY OF MIAMI BEACH** Case No. 2015-024855-CA-01 (11th Judicial Circuit in and for Miami–Dade County, Florida)

   This is an action challenging the City Commission's October 14, 2015 recommendation to award a contract to Boucher Brothers Miami Beach 21 & 46st St, LLC pursuant to RFP 2015-205-WG, with respect to the management and operation of concession stands and beachfront concessions near 21st Street and 46th Street. The Summons and Complaint were served on the City on November 05, 2015. The City intends to vigorously defend the lawsuit.

6. **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION V FRANCISCO A LOUREDA, ET AL.** Case No. 13-2015-CA-025068 (11th Judicial Circuit in and for Miami-Dade County, Florida)

   This is an action to foreclose a mortgage on real property located at 8521 Grand Canal Drive, Miami, Florida. The Summons and Verified Complaint were served on the City on November 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 November 6, 2015.

7. **GABRIELA CALABRESI V. THE CITY OF MIAMI BEACH AND BAIRES GRILL, LLC** Case No. 15-025903 CA01 (11th Judicial Circuit in and for Miami-Dade County, Florida)

   The City was served with this complaint on November 12, 2015, alleging that on November 25, 2014, the plaintiff, Gabriela Calabresi, was walking at the sidewalk at or near 1116 Lincoln Road in Miami Beach, Florida when she was injured as a direct and proximate result of the negligence of the Defendant, The City of Miami Beach, when she tripped and fell on the broken and uneven sidewalk and sustained injuries. The plaintiff is also suing the restaurant located at the location of the sidewalk in question, Baires Grill, LLC. We shall file our answer and propound discovery to the plaintiff. The right of way manager, Carey Osbourne, has indicated that the location belongs to the City, but the City provided an easement and permit to 1100 Lincoln Road, LP to construct and install the black and white pebble walkway at that location and they are responsible for maintaining it. Once we receive the easement and permit papers from Carey, we shall tender it to 1100 Lincoln Road and their insurance carrier pursuant to the easement and the permit.

8. **STONEGATE BANK VS NORTH BAY LLC, ET AL.,** Case No. 15-24852 CA 23 (Circuit Court – 11th Judicial Circuit in and for Miami-Dade County, Florida)

   This is an action to foreclose a mortgage on real property located at 4640 North Bay Road, Miami Beach, Florida. The Summons and Verified Complaint were served on the City on November 3, 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 November 4, 2015

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R10 - City Attorney Reports

R10B Notice Of Closed Executive Session
Pursuant To Section 447.605, Florida Statutes, A Closed Executive Session Will Be Held During Recess Of The City Commission Meeting On Wednesday, December 9, 2015, In The City Manager's Large Conference Room, Fourth Floor, City Hall, For A Discussion Relative To Collective Bargaining.

Agenda Item R10 B
Date 12-9-15

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REPORTS
AND
INFORMATIONAL ITEMS

1. Reports and Informational Items (see LTC No. 462-2015)

Agenda Item 1
Date 12-9-15

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MIAMIBEACH

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

457-2015

LETTER TO COMMISSION

To: Mayor Philip Levine and Members of the City Commission

From: Jimmy L. Morales, City Manager

Date: December 9th, 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
2015-013-RFP-LR	05/08/2015	Security Officer Services	Emergency Management
2015-097-ITB-WG	08/20/2015	Swimming Pool Equipment Replacement, Maintenance and Repair	Parks & Recreation
2015-100-ITB-YG	07/06/2015	Directional Bore Services for Electrical Street Lighting Conduits and Water Services For Water Meters	Public Works
2015-121-ITB-AK	10/19/2015	Electric Parts and Supplies, Light Poles, Fixtures and Bases	Property Management
2015-133-RFP- YG	05/05/2015	Design/Build Services for Neighborhood No. 8: Central Bayshore South Right-of-Way Infrastructure	CIP
2015-160-RFQ-YG	05/08/2015	Constructability, Cost, and Value Engineering Review Services	CIP
2015-176-RFP-JR	05/11/2015	Elevator Inspections and Plans Review Services	Building
2015-182-ITB-JR	05/27/2015	City Hall HVAC & VFD Replacement	Property Management

Agenda Item 2
Date 12-9-15

2015-195-RFP-LR	06/09/2015	Health Care Benefits Consultant Services	Human Resources
2015-201-ITB-WG	12/15/2015 (Tentative)	Lease of Golf Course Turf Maintenance Equipment	Parks and Recreation
2015-203-ITB-AK	09/23/2015	Telecommunication Wiring Services	IT
2015-206-RFQ-KB	07/10/2015	Roofing Consultant Services	Property Management
2015-211-RFQ-KB	07/10/2015	Architectural and Engineering Design Services for North Shore Open Space Park	CIP
2015-240-RFQ-KB	09/11/2015	Architectural and Engineering Design Services for the Future Community Park Project	CIP
2015-258-RFP-MT	09/25/2015	Collection and Disposal of Residential Solid Waste, Yard Trash, Bulk Waste, and Operation of the City's Green Waste Facility	Sanitation/Public Works
2015-267-ITB-KB	09/22/2015	Continuing Services (As Needed) for the Construction of Seawalls Citywide	Public Works
2016-004-ITB-MT	09/10/2015	Annual Inspection, Testing, Certification Repairs and Maintenance for the Citywide Fire Sprinkler Systems, Fire Pumps, Standpipes and Fire Backflow Preventers	Property Management
2016-031-ITB-AK	11/30/2015 (Tentative)	Bus Transportation Services	Parks and Recreation
2016-032-ITB-AK	11/30/2015 (Tentative)	Bicycle Purchase, Parts, Accessories and Repair Services	Police

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/AS/ME/CG
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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: December 9, 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 December 2015:

Neighborhood/Community Affairs Committee

1. Discussion Regarding Administration's Exploration Of XG Technology, Inc.
(Requested by Commissioner Tobin/February 11, 2015 City Commission Meeting, Item C4N)

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

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Agenda Item 3
Date 12-9-15

ORDINANCE TO BE SUBMITTED

RDA

Condensed Title:

A resolution setting the dates for the year 2016 Redevelopment Agency (RDA) meetings.

Key Intended Outcome Supported:

Supports multiple KIO's.

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

Item Summary/Recommendation:

The Mayor and City Commission also sit as the Redevelopment Agency Board, and schedule the Redevelopment Agency meetings to coincide with the City Commission meetings. Pursuant to the Miami Beach Redevelopment Agency By-Laws, the Redevelopment Agency (RDA) shall meet at such times as prescribed by resolution.

The Administration recommends that when preparing the RDA meeting calendar, the City Commission take into consideration the following events: U.S. Conference of Mayors; Miami-Dade County Days; Art Basel; ICMA Conference; August recess; September to set the tentative/final millage and budget approval; November for election/runoff election meetings (if it is an election year); and Federal & Religious Holidays.

In order to make the City Commission/RDA Meetings more efficient and prevent residents from spending multiple hours waiting for a time certain item to be heard, Mayor Philip Levine in 2013 proposed that all presentations and awards be heard at a separate meeting. By placing all presentations and awards on the alternate meeting date, the regular City Commission/RDA meetings will start business on time, which will increase the likelihood that time certain agenda items are taken up at the time listed, or closely thereafter. Additionally, having a designated Presentations and Awards Commission Meeting will allow the City Commission an opportunity to properly acknowledge and show gratitude to those individuals or groups who have taken an active role in serving our community. If needed, the Presentations and Awards Commission Meeting may be utilized for items that are deemed emergencies and/or continued or not reached during the previous RDA Meeting.

The Administration recommends approving the resolution.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
	1			
	2			
OBPI	Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Rafael E. Granado, City Clerk

Sign-Offs:

Department Director	Assistant City Manager	City Manager
REG	N/A	

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MIAMIBEACH

AGENDA ITEM RDA - 1A
DATE 12-9-15

MIAMIBEACH

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

REDEVELOPMENT AGENCY MEMORANDUM

TO: Chairperson Philip Levine and Members of the Redevelopment Agency

FROM: Jimmy L. Morales, Executive Director

DATE: December 9, 2015

SUBJECT: **A RESOLUTION OF THE CHAIRPERSON AND MEMBERS OF THE MIAMI BEACH REDEVELOPMENT AGENCY (RDA), SETTING THE DATES FOR THE YEAR 2016 REDEVELOPMENT AGENCY MEETINGS.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The Mayor and City Commission also sit as the Redevelopment Agency Board, and schedule the Redevelopment Agency meetings to coincide with the City Commission meetings. Pursuant to the Miami Beach Redevelopment Agency By-Laws, the Redevelopment Agency (RDA) shall meet at such times as prescribed by resolution.

The Administration recommends that when preparing the RDA meeting calendar, the City Commission take into consideration the following events: U.S. Conference of Mayors; Miami-Dade County Days; Art Basel; ICMA Conference; August recess; September to set the tentative/final millage and budget approval; November for election/runoff election meetings (if it is an election year); and Federal & Religious Holidays.

In order to make the City Commission/RDA Meetings more efficient and prevent residents from spending multiple hours waiting for a time certain item to be heard, Mayor Philip Levine in 2013 proposed that all presentations and awards be heard at a separate meeting. By placing all presentations and awards on the alternate meeting date, the regular City Commission/RDA meetings will start business on time, which will increase the likelihood that time certain agenda items are taken up at the time listed, or closely thereafter. Additionally, having a designated Presentations and Awards Commission Meeting will allow the City Commission an opportunity to properly acknowledge and show gratitude to those individuals or groups who have taken an active role in serving our community. If needed, the Presentations and Awards Commission Meeting may be utilized for items that are deemed emergencies and/or continued or not reached during the previous RDA Meeting.

In preparing the recommended meeting dates, the Administration set three goals: 1) schedule one RDA meeting and one Presentations and Awards RDA meeting a month, if possible; 2) schedule RDA meetings on Wednesdays; and 3) not schedule RDA meetings during the month of August, while the RDA is in recess.

It is recommended that the City Commission/RDA meetings be set as follows:

RDA Meetings **Starts at 8:30 a.m.**		**Presentations & Awards/RDA Meetings** **Starts at 5:00 p.m.**	
January 13	(Wednesday)	January 27	(Wednesday)
February 10	(Wednesday)	February 24	(Wednesday)
March 9	(Wednesday)	March 16	(Wednesday)
April 13	(Wednesday)	April 27	(Wednesday)
May 11	(Wednesday)	May 25	(Wednesday)
June 8	(Wednesday)	*No Meeting*	
July 13	(Wednesday)	July 27	(Wednesday)
August - City Commission in recess			
September 14	(Wednesday)		
September Budget Meeting(s) - TBA			
October 19	(Wednesday)	October 26	(Wednesday)
November 9	(Wednesday)	*No Meeting*	
December 7	(Wednesday)	December 14	(Wednesday)

CONCLUSION

The Administration recommends that the Mayor and City Commission approve the proposed City Commission/RDA Meeting dates and the Presentations & Awards/ Commission Meeting dates for 2016.

JLM/REG/lc

Attachment "A": List of Federal and religious holidays.
Attachment "B": List of Jewish holidays.

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Attachment "A"

CITY OF MIAMI BEACH
FEDERAL AND RELIGIOUS HOLIDAYS 2016
(DATE OF OBSERVANCE)

New Year's Day	January 1, 2016
Dr. Martin Luther King, Jr. Day	January 18, 2016
President's Day	February 15, 2016
Good Friday	March 25, 2016
Easter	March 26, 2016
Memorial Day	May 30, 2016
Independence Day	July 4, 2016
Labor Day	September 5, 2016
Veterans Day	November 11, 2016
Thanksgiving Day	November 24, 2016
Day after Thanksgiving	November 25, 2016
Christmas	December 26, 2016

Attachment "B"

JEWISH HOLIDAYS 2016

Tu B'Shevat	January 25
Purim	March 23-24 ***(work should be avoided)***
Ta'anit Esther	March 23
Shushan Purim	March 25
Passover	April 22-30 ***(work permitted <u>only</u> on April 25-28)***
Second Passover	May 22
Lag B'Omer	May 26
Sefirat HaOmer	April 23 - June 11
Shavuot	June 11-13 ***(no work permitted)***
The Three Weeks	July 23 - August 14
Fast of the 17th of Tammuz	July 24
Fast of Tish'a B'Av	August 13-14
The 15th of Av	August 19
Rosh Hashanah	October 2-4 ***(no work permitted)***
The Month of Elul	September 4 - October 2
Fast of Gedaliah	October 5
Yom Kippur	October 11-12 ***(no work permitted)***
Sukkot	October 16-23 **(work permitted on Oct. 19-21)**
Hoshanah Rabbah	October 23
Shemini Atzeret & Simchat Torah	October 23-25 ***(no work permitted)***
Chanukah	December 24 - January 1

RESOLUTION NO. _____

A RESOLUTION OF THE CHAIRPERSON AND MEMBERS OF THE MIAMI BEACH REDEVELOPMENT AGENCY (RDA), SETTING THE DATES FOR THE YEAR 2016 RDA MEETINGS.

WHEREAS, pursuant to its By-Laws, the Miami Beach Redevelopment Agency (RDA) shall meet at such times as prescribed by resolution; and

WHEREAS, the Mayor and City Commission also sit as the RDA, and schedule the Redevelopment Agency meetings to coincide with the City Commission meetings; and

WHEREAS, in order to make the City Commission/RDA meetings more efficient and prevent residents from spending hours waiting for time certain items to be heard, Mayor Philip Levine proposed in 2013 that all presentations and awards be heard at a separate City Commission meeting dedicated solely for that purpose; and

WHEREAS, by placing the Presentations and Awards portion of City Commission meetings on the alternate meeting date, it is anticipated that the regular City Commission/RDA meetings will start on time, which will increase the likelihood that time certain agenda items are heard at their scheduled times, or closely thereafter; and

WHEREAS, if needed, the separate City Commission/RDA meeting date for Presentations and Awards may also be utilized for items that are deemed emergencies and/or continued or not reached during the regular City Commission/RDA meeting; and

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CHAIRPERSON AND MEMBERS OF THE MIAMI BEACH REDEVELOPMENT AGENCY, that the Mayor and City Commission hereby approve the proposed 2016 RDA Meeting dates and Presentation and Awards/RDA Meeting dates set forth in Exhibit "A" hereto.

PASSED and ADOPTED this ____ day of December 2015.

_____
PHILIP LEVINE, CHAIRPERSON

ATTEST:

_____
RAFAEL E. GRANADO, SECRETARY

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney — Date 11/10/15

EXHIBIT "A"

PROPOSED 2016 RDA MEETING DATES

RDA Meetings		**Presentations & Awards/RDA Meetings**	
January 13	(Wednesday)	January 27	(Wednesday)
February 10	(Wednesday)	February 24	(Wednesday)
March 9	(Wednesday)	March 16	(Wednesday)
April 13	(Wednesday)	April 27	(Wednesday)
May 11	(Wednesday)	May 25	(Wednesday)
June 8	(Wednesday)	*No Meeting*	
July 13	(Wednesday)	July 27	(Wednesday)
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